
A

**CONTRACT TO CHARTER A PUBLIC SCHOOL ACADEMY
AND RELATED DOCUMENTS**

ISSUED BY

**THE GRAND VALLEY STATE UNIVERSITY BOARD OF TRUSTEES
(AUTHORIZING BODY)**

ISSUED TO

**KALAMAZOO COVENANT ACADEMY
(A PUBLIC SCHOOL ACADEMY)**

**CONFIRMING THE STATUS OF
KALAMAZOO COVENANT ACADEMY**

AS A

PUBLIC SCHOOL ACADEMY

DATED:

JULY 20, 2015

GENERAL INDEX

Contract Schedules

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Contract to Charter a Public School Academy

Pursuant to Part 6a of the Revised School Code (“Code”), being Sections 380.501 to 380.507 of the Michigan Compiled Laws, the Grand Valley State University Board of Trustees (“University Board”) issues a contract to Kalamazoo Covenant Academy (the “Academy”), to be effective July 20, 2015, confirming the Academy’s status as a public school academy in this State. The Parties agree that the issuance of this Contract is subject to the following Terms and Conditions:

ARTICLE I

DEFINITIONS

Section 1.1. Certain Definitions. For purposes of this Contract, and in addition to the terms defined throughout this Contract, each of the following words or expressions, whenever capitalized, shall have the meaning set forth in this section:

- a) **Academy** means the Michigan non-profit corporation authorized by this Contract.
- b) **Academy Board** means the Board of Directors of the Academy authorized by this Contract. **Academy Board member** or **Academy Director** means an individual who is a member of the Academy Board, whether in the past, present or future.
- c) **Applicable Law** means all state and federal law applicable to public school academies.
- d) **Applicant** means the person or entity that submitted the public school academy application to the University for the establishment of the Academy.
- e) **Application** means the public school academy application and supporting documentation submitted to the University for the establishment of the Academy.
- f) **Authorization Resolution** means the resolution adopted by the Grand Valley State University Board of Trustees approving the issuance of a Contract.
- g) **Charter School** means public school academy.
- h) **Code** means the Revised School Code, Act No. 451 of the Public Acts of 1976, as amended, being Sections 380.1 to 380.1852 of the Michigan Compiled Laws.
- i) **Contract** means, in addition to the definitions set forth in the Code, the Terms and Conditions and the Schedules.
- j) **Educational Service Provider or “ESP”** means an educational management organization as defined under section 503c of the Code, MCL 380.503c, that

has entered into a contract or agreement with the Academy Board for operation or management of the Academy, which contract has been submitted to the University Charter Schools Office Director for review as provided in Section 11.11 and has not been disapproved by the University Charter Schools Office Director, and is consistent with the Charter Schools Office Educational Service Provider Policies, as they may be amended from time to time, and Applicable Law.

- k) **Fund Balance Deficit** means the Academy has more liabilities than assets at the end of any given school fiscal year, and includes any fiscal year where the Academy would have had a budget deficit but for a financial borrowing from, or monetary contribution by an Educational Service Provider or other person or entity to the Academy. If the Academy receives a gift or grant of money or financial support from an Educational Service Provider or other person or entity that does not require repayment by the Academy, and is not conditioned upon the actions or inactions of the Academy Board, then such gift or grant shall not constitute a financial borrowing or contribution for purposes of determining a Fund Balance Deficit.
- l) **Management Agreement or ESP Agreement** means an agreement as defined under section 503c of the Code, MCL 380.503c that has been entered into between an ESP and the Academy Board for operation and/or management of the Academy, which has been submitted to the University Charter Schools Office Director for review as provided in Section 11.11 and has not been disapproved by the University Charter Schools Office Director, and is consistent with the CSO Educational Service Provider Policies as they may be amended from time to time, and Applicable Law.
- m) **Master Calendar of Reporting Requirements (MCRR)** means the compliance certification duties required of the Academy by the University Board. The University Charter Schools Office may amend the MCRR each fiscal year or at other times as deemed appropriate by the University President. These changes shall be automatically incorporated into the Contract and shall be exempt from the Contract amendment procedures under Article IX of these Terms and Conditions.
- n) **Method of Selection Resolution** means the resolution adopted by the University Board providing for the method of selection, length of term, number of members, qualification of Board Academy members and other pertinent provisions relating to the Academy Board.
- o) **Resolution** means any resolution adopted by the Grand Valley State University Board of Trustees.
- p) **Schedules** mean the schedules incorporated into and part of the Terms and Conditions.

- q) **Terms and Conditions** means this document entitled Terms and Conditions of Contract issued by the Grand Valley State University Board of Trustees.
- r) **University** means Grand Valley State University established pursuant to Article VIII, Sections 4 and 6 of the 1963 Michigan Constitution and MCL 390.841 *et seq.*
- s) **University Board** means the Grand Valley State University Board of Trustees.
- t) **University Charter Schools Hearing Panel** or **Hearing Panel** means such person(s) as designated by the University President.
- u) **University Charter Schools Office** or **CSO** means the office the University Board, by issuance of this Contract, hereby designates as the point of contact for public school academy applicants and public school academies authorized by the University Board. The University Charter Schools Office is also responsible for managing, implementing, and overseeing the University Board's responsibilities with respect to the Contract.
- v) **University Charter Schools Office Director** or **CSO Director** means the person designated by the University President to administer the operations of the University Charter Schools Office.
- w) **University President** means the President of Grand Valley State University or his or her designee.

Section 1.2. Schedules. All Schedules to this Contract are part of this Contract.

Section 1.3. Statutory Definitions. Statutory terms defined in the Code shall have the same meaning in this Contract.

Section 1.4. Application. The Application submitted to the University Board for the establishment of the Academy is incorporated into, and made part of, this Contract. In the event that there is an inconsistency or dispute between materials in the Application and the Contract, the language or provisions in the Contract shall control.

Section 1.5. Conflicting Contract Provisions. In the event that there is a conflict between the language contained in the provisions of this Contract, the Contract shall be interpreted as follows: (i) the Method of Selection Resolution shall control over any other conflicting language in the Contract; (ii) the Authorizing Resolution shall control over any other conflicting language in the Contract with the exception of language in the Method of Selection Resolution; (iii) the Terms and Conditions shall control over any other conflicting language in the Contract with the exception of language in the Method of Selection Resolution and the Authorizing Resolution; and (iv) the Articles of Incorporation shall control over any other conflicting language in the Contract with the exception of language in the Method of Selection Resolution, Authorizing Resolution and these Terms and Conditions.

ARTICLE II

ROLE OF GRAND VALLEY STATE UNIVERSITY BOARD OF TRUSTEES AS AUTHORIZING BODY

Section 2.1. University Board Resolutions. For purposes of this Contract, the University Board has adopted the following resolutions:

(a) Method of Selection Resolution. The University Board has adopted the Method of Selection Resolution, which is incorporated into this Contract as part of Schedule 1. At anytime and at its sole discretion, the University Board may amend the Method of Selection Resolution. Upon University Board approval, changes to the Method of Selection Resolution shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of the Terms and Conditions.

(b) Authorizing Resolutions. The University Board has adopted the Authorizing Resolution, which is incorporated into this Contract as part of Schedule 1.

Section 2.2. Method for Monitoring Academy's Compliance with Applicable Law and Performance of its Targeted Educational Outcomes. The University Board has the responsibility to oversee the Academy's compliance with the Contract and all Applicable Law. The Academy shall perform the compliance certification duties required by the University Board as outlined in the Contract incorporated into this Contract as Schedule 5. Additionally, the Academy shall be responsible for the following:

- a) In the event that the University President determines that the Academy's educational outcomes should be reviewed to help determine if the Academy is meeting the educational goals set forth in the Schedules, the University President, at his or her discretion, may require an objective evaluation of student performances by an educational consultant, acceptable to both the Academy and the University President. The Academy shall pay for the expense of the evaluation. In addition, at any time, the University President may require an evaluation of student performance to be selected by and at the expense of the University. The Academy shall cooperate with the evaluation, including any student testing required.
- b) Within ten (10) days of receipt, the Academy shall notify the University Charter Schools Office of correspondence received from the Department of Education or State Board of Education that requires a written or formal response.
- c) Within ten (10) days of receipt, the Academy shall report to the University Charter Schools Office and the University Counsel Office any litigation or formal proceedings alleging violation of Applicable Law or contractual agreement against the Academy, its officers, employees, agents, and/or contractors.
- d) The Academy shall permit review of the Academy's records and inspection of its premises at any time by representatives of the University. Normally, such inspections

shall occur during the Academy's hours of operation and after advance notice to the Academy.

- e) The Academy shall provide the Charter Schools Office with copies of reports and assessments concerning the educational outcomes achieved by pupils attending the Academy and shall provide necessary approvals for the Charter Schools Office to access electronic information received or stored by the State of Michigan including, but not limited to, the Department of Education or other agency authorized by the State to collect school data.
- f) The Academy shall submit audited financial statements, including auditor's management letters and any exceptions noted by the auditors, to the University Charter Schools Office. The financial statements and auditor's management letters shall be submitted to the University Charter Schools Office within ninety (90) days after the end of the Academy's fiscal year.
- g) The Academy shall provide the University Charter Schools Office with a copy of the proposed annual budget for the upcoming fiscal year of the Academy no later than July 1st. The Academy Board is responsible for establishing, approving and amending the annual budget in accordance with the Uniform Budgeting and Accounting Act, MCL 141.421 *et seq.*, and for providing all amendments and revisions to the University Charter Schools Office following Academy Board approval.
- h) The Academy shall provide to the University Charter Schools Office minutes of all Academy Board meetings no later than fourteen (14) days after such meeting.

Section 2.3. University Board Administrative Fee. During the term of this Contract, the Academy shall pay the University Board an administrative fee of 3% of the state school aid payments received by the Academy. For purposes of this Contract, state school aid payments received by the Academy in July and August in any given year shall be deemed to have been received by the Academy during the Contract term. This fee shall be retained by the University Board from each state school aid payment received by the University Board for forwarding to the Academy. This fee shall compensate the University Board for issuing the Contract and overseeing the Academy's compliance with the Contract and all Applicable Law.

Section 2.4. University Board as Fiscal Agent for the Academy. The University Board is the fiscal agent for the Academy. The University Board shall, within three (3) business days, forward to the Academy all state school aid funds or other public or private funds received by the University Board for the benefit of the Academy. The University Board shall retain any amount owed to the University Board by the Academy pursuant to this Contract. For purposes of this section, the responsibilities of the University Board, the State of Michigan, and the Academy are set forth in the Fiscal Agent Agreement incorporated herein as Schedule 4.

Section 2.5. Authorization of Employment. The Academy may employ or contract with personnel. If the Academy contracts for personnel with an Educational Service Provider, the Academy shall submit a draft of the proposed agreement to the University Charter Schools

Office for review. The University Charter Schools Office may disapprove the proposed agreement if it contains provisions in violation of this Contract or Applicable Law. No ESP agreement shall be effective unless and until the agreement complies with Section 11.12 of these Terms and Conditions. With respect to Academy employees, the Academy shall have the power and responsibility to (i) select and engage employees; (ii) pay their wages; (iii) dismiss employees; and (iv) control the employees' conduct, including the method by which the employee carries out his or her work. An employee hired by the Academy shall be an employee of the Academy for all purposes and not an employee of the University for any purpose. The Academy Board shall prohibit any individual from being employed by the Academy, an ESP, or an employee leasing company involved in the operation of the Academy, in more than one (1) full-time position and simultaneously being compensated at a full-time rate for each of these positions. The Academy shall be responsible for carrying worker's compensation insurance and unemployment insurance for its employees.

Section 2.6. Financial Obligations of the Academy are Separate from the State of Michigan, University Board and the University. Any contract, mortgage, loan or other instrument of indebtedness entered into by the Academy and a third party shall not in any way constitute an obligation, either general, special, or moral, of the State of Michigan, the University Board, or the University. Neither the full faith and credit nor the taxing power of the State of Michigan or any agency of the State, nor the full faith and credit of the University Board or the University shall ever be assigned or pledged for the payment of any Academy contract, agreement, note, mortgage, loan or other instrument of indebtedness.

Section 2.7. Academy Has No Power to Obligate or Bind State of Michigan, University Board or the University. The Academy has no authority whatsoever to enter into any contract or other agreement that would financially obligate the State of Michigan, University Board or the University, nor does the Academy have any authority whatsoever to make any representations to lenders or third parties, that the State of Michigan, University Board or the University in any way guarantee, are financially obligated, or are in any way responsible for any contract, agreement, note, mortgage, loan or other instrument of indebtedness entered into by the Academy.

Section 2.8. Authorizing Body Contract Authorization Process. Pursuant to the Code, the University Board is not required to issue a contract to the Academy. This Contract is for a fixed term and will terminate at that end of the Contract term set forth in Section 12.14 without any further action of either the Academy or the University Board. Prior to the end of the Contract term, the University Board shall provide a description of the process and standards by which the Academy may be considered for the issuance of a new contract. The timeline for consideration of whether to issue a new contract to the Academy shall be solely determined by the University Board. The standards for issuance of a new contract shall include increases in academic achievement for all groups of pupils as measured by assessments and other objective criteria established by the University Board as the most important factor of whether to issue or not issue a new contract. The University Board, at its sole discretion, may change its process and standards for issuance of a contract at anytime, and any such changes shall take effect automatically without the need for any amendment to this Contract. Consistent with the Code, the University Board may elect, at its sole discretion, not to consider the issuance of a contract,

consider reauthorization of the Academy and elect not to issue a contract, or consider reauthorization of the Academy and issue a contract for a fixed term.

ARTICLE III

REQUIREMENT THAT ACADEMY ACT SOLELY AS GOVERNMENTAL AGENCY OR ENTITY AND POLITICAL SUBDIVISION

Section 3.1. Governmental Agency or Entity and Political Subdivision. The Academy shall act exclusively as a governmental agency or entity and political subdivision.

Section 3.2. Other Permitted Activities. Nothing in this Contract shall prohibit the Academy from engaging in other lawful activities that are not in derogation of the Academy's status as a public school or that would not jeopardize the eligibility of the Academy for state school aid funds. Subject to Section 2.5 and Section 6.15 of the Terms and Conditions, the Academy may enter into agreements with other public schools, public school academies, governmental units, businesses, community and nonprofit organizations where such agreements contribute to the effectiveness of the Academy or advance education in this state.

ARTICLE IV

PURPOSE

Section 4.1. Academy's Purpose. The Academy Board shall identify the purpose or mission of the Academy. Any subsequent changes to the Academy's purpose or mission shall be carried out by amendment in accordance with Article IX of these Terms and Conditions. The Academy's stated purpose or mission shall be set forth in the Schedules.

ARTICLE V

CORPORATE STRUCTURE OF THE ACADEMY

Section 5.1. Articles of Incorporation. Unless amended pursuant to Section 9.2 of Article IX herein, the Articles of Incorporation of the Academy, as set forth in Schedule 2, shall be the Articles of Incorporation of the Academy. The Academy Board represents to the University Board that Schedule 2 includes all amendments to the Academy's Articles of Incorporation as of the date set forth above.

Section 5.2. Bylaws. Unless amended pursuant to Section 9.3 of Article IX herein, the Bylaws of the Academy, as set forth in Schedule 3, shall be the Bylaws of the Academy. The Academy Board represents to the University Board that Schedule 3 includes all amendments to the Academy's Bylaws as of the date set forth above.

ARTICLE VI

OPERATING REQUIREMENTS

Section 6.1. Governance Structure. The Academy shall be organized and administered under the direction of the Academy Board and pursuant to the governance structure as set forth in its Bylaws. The Academy's Board of Directors shall meet at least six times per fiscal year, unless another schedule is mutually agreed upon by the University President and the Academy.

Section 6.2. Contributions and Fund Raising. The Academy may solicit and receive contributions and donations as permitted by law. No solicitation shall indicate that a contribution to the Academy is for the benefit of the University. The University shall not be required to receive any contributions or donations for the benefit of the Academy. If the University receives contributions or donations for the benefit of the Academy, it shall forward such funds to the Academy within three (3) business days of receipt.

Section 6.3. Educational Goals and Programs. The Academy shall pursue the educational goals and programs identified and contained in the Schedules. The educational goals shall include demonstrated improved pupil academic achievement for all groups of pupils. Such goals and programs may be amended pursuant to Section 9.1 of Article IX of the Terms and Conditions. Upon request, the Academy shall provide the University Charter Schools Office with a written report, along with supporting data, assessing the Academy's progress toward achieving its goal(s).

Section 6.4. Curriculum. The Academy shall have flexibility in developing, realigning, and implementing the curriculum identified in the Schedules. Any changes to the curricula shall be administered pursuant to Section 9.1 of Article IX of the Terms and Conditions, and such proposed curricula shall be designed to achieve the Academy's overall educational goals and State's educational assessment objectives.

Section 6.5. Methods of Accountability. In addition to those set forth in this Section 6.5, the Academy shall evaluate its pupils' work based on the assessment strategies identified in the Schedules. To the extent applicable, the pupil performance of the Academy shall be assessed using at least the approved Michigan state standardized assessment designated under the Code. The Academy shall provide the University Charter Schools Office with copies of reports, assessments and test results concerning the following:

- a) educational outcomes achieved by pupils attending the Academy and other reports reasonably requested by the University Charter Schools Office;
- b) an assessment of the Academy's student performance at the end of each academic school year or at such other times as the University Board may reasonably request;
- c) an annual education report in accordance with the Code;

- d) an annually administered nationally recognized norm-referenced achievement test for the Academy's grade configuration or a program of testing approved by the University Charter Schools Office Director; and
- e) all tests required under Applicable Law.

The University Board may use such reports, assessments and test results in making its decision to suspend, terminate, or not issue a new contract at the end of the Contract, or revoke the Contract.

Section 6.6. Staff Responsibilities. Subject to Section 2.5 Article II of the Terms and Conditions, the University Board authorizes the Academy to employ or contract with an Educational Service Provider. A copy of the ESP agreement shall be included in the Schedules.

Section 6.7. Admission Policy. The Academy shall comply with all application, enrollment and admissions policies and criteria required by Applicable Law. A copy of the Academy's admission policies and criteria are set forth in the Schedules. With respect to the Academy's pupil admissions process, the Academy shall provide any documentation or information requested by the University Charter Schools Office that demonstrates the following:

- a) the Academy has made a reasonable effort to advertise its enrollment efforts to all pupils; and
- b) the Academy's open enrollment period was for a duration of at least 2 weeks and permitted the enrollment of pupils by parents at times in the evening and on weekends.

Section 6.8. School Calendar/School Day Schedule. The Academy shall comply with all minimum standards governing the length of the school term, minimum number of days and hours of instruction required by Applicable Law. The Academy agrees to make available to the CSO Office a copy of the School Calendar/School Day Schedule for each academic school year no later than July 1st. A copy of the School Calendar/School Day Schedule shall be automatically incorporated into the Schedules, without the need for an amendment under Article IX of the Terms and Conditions.

Section 6.9. Age/Grade Range of Pupils Enrolled. The Academy is authorized to operate Ninth through Twelfth Grade(s). The Academy may add additional grades and vocational programs in the future, pursuant to Section 9.1 of Article IX of the Terms and Conditions.

Section 6.10. Annual Financial Audit. The Academy shall conduct an annual financial audit prepared and reviewed by an independent certified public accountant in accordance with generally accepted governmental auditing principles. The Academy shall submit the annual financial statement audit and auditor's management letter to the Charter Schools Office in accordance with the MCRR. The Academy Board shall provide to the Charter Schools Office a copy of any responses to the auditor's management letter in accordance with the MCRR.

Section 6.11. Address and Description of Proposed Site(s); Process for Expanding Academy's Site Operations. The proposed address and physical plant description of the

Academy's proposed site or sites is set forth in Schedule 7-8. Following Academy Board and University Board approval, proposed changes to the address and description of any site or sites shall be incorporated into this Contract by amendment. With the approval of the University Board, the Academy Board may operate the same configuration of age or grade levels at more than one (1) site if each configuration of age or grade levels and each site identified in Schedule 7-8 are under the direction and control of the Academy Board.

The University Board's process for evaluating and approving the same configuration of age or grade levels at more than one (1) site is as follows:

By formal resolution, the Academy Board may request the authority to operate the same configuration of age or grade levels at more than one site. The Academy Board shall submit to the University Charter Schools Office an application for site expansion, in a form or manner determined by the University Charter Schools Office. The application for site expansion shall include all information requested by the University Charter Schools Office, including detailed information about the site, revised budget, renovation and site improvement costs, the Academy's proposed operations at the site, and the information provided in Contract Schedules 7-8. Upon receipt of a complete application for site expansion, the University Charter Schools Office shall review the application for site expansion and make a recommendation to the University Board on whether the Academy's request for site expansion should be approved. A positive recommendation by the University Charter Schools Office of the application for site expansion shall include a determination by the Charter Schools Office that the Academy is operating in compliance with the Contract and is making measureable progress toward meeting the Academy's educational goals. The University Board may consider the Academy Board's site expansion request following submission by the University Charter Schools Office of a positive recommendation.

If the University Board approves the Academy Board's site expansion request, the Contract shall be amended in accordance with Article IX of these Terms and Conditions. The University Board reserves the right to modify, reject, or approve any application for site expansion in its sole and absolute discretion.

Section 6.12. Accounting Standards. The Academy shall at all times comply with generally accepted public sector accounting principles, and accounting system requirements that comply with Applicable Law.

Section 6.13. Placement of University Student Interns. The Academy may be a placement site for University students who are in education or other pre-professionals in training to serve in public schools. Such placement shall be without charge to the University and subject to other terms and conditions as the Academy and the University agree.

Section 6.14. Disqualified Organizational or Contractual Affiliations. The Academy shall comply with all state and federal law applicable to public schools concerning church-state issues. To the extent disqualified under the state or federal constitutions, the Academy shall not be organized by a church or other religious organization and shall not have any organizational or contractual affiliation with or constitute a church or other religious organization. Nothing in this

Section shall be deemed to diminish or enlarge the civil and political rights, privileges and capacities of any person on account of his or her religious belief.

Section 6.15. Matriculation Agreements. Before the Academy Board approves a matriculation agreement with another public school, the Academy shall provide a draft and final copy of the agreement to the University Charter Schools Office for review and retention.

Section 6.16. Posting of Adequate Yearly Progress (AYP) and Accreditation Status. The Academy shall post notices to the Academy's homepage of its website disclosing the adequate yearly progress status and accreditation status of each school in accordance with section 1280E of the Code, MCL 380.1280E.

ARTICLE VII

TUITION PROHIBITED

Section 7.1. Tuition Prohibited: Fees and Expenses. The Academy shall not charge tuition. The Academy may impose fees and require payment of expenses for activities of the Academy where such fees and payments are not prohibited by law.

ARTICLE VIII

COMPLIANCE WITH PART 6A OF THE CODE AND OTHER LAWS

Section 8.1. Compliance with Part 6a of the Code. The Academy shall comply with Part 6a of the Code.

Section 8.2. Compliance with State School Aid Act. In order to assure that funds are available for the education of pupils, the Academy shall comply with all applicable provisions of the State School Aid Act of 1979, as amended from time to time. The Academy may expend funds from the State School Aid Act for any purpose permitted by the State School Aid Act of 1979 and may enter into contracts and agreements determined by the Academy as consistent with the purposes for which the funds were appropriated.

Section 8.3. Open Meetings Act. Pursuant to Section 503(6)(a) of the Code, the Academy Board shall conduct all of its meetings in accordance with the Michigan Open Meetings Act, Act No. 267 of the Public Acts of 1976, as amended, being Sections 15.261 to 15.275 of the Michigan Compiled Laws.

Section 8.4. Freedom of Information Act. Pursuant to Section 503(6)(b) of the Code, the records of the Academy shall be records subject to the provisions of the Michigan Freedom of Information Act ("FOIA"), Act No. 442 of the Public Acts of 1976, as amended, being Sections 15.231 to 15.246 of the Michigan Compiled Laws. The Academy Board shall designate a freedom of information coordinator to assure compliance with FOIA and other applicable law providing for public disclosure or for protection of privacy.

Section 8.5. Public Employees Relation Act. Pursuant to Section 503(6)(c) of the Code, the Academy shall comply with Act No. 336 of the Public Acts of 1947, being Sections 423.201 to 423.217 of the Michigan Compiled Laws. Organizational efforts and collective bargaining agreements, if any, with employees of the Academy shall be the responsibility of the Academy.

Section 8.6. Prevailing Wage on State Contracts. The Academy shall comply with the Prevailing Wage on State Contracts statute, Act No. 166 of the Public Acts of 1965, being Sections 408.551 to 408.558 of the Michigan Compiled Laws.

Section 8.7. Uniform Budgeting and Accounting Act. The Academy shall comply with the Uniform Budgeting and Accounting Act, Act No. 2 of the Public Acts of 1968, being MCL 141.421 to 141.440a.

Section 8.8. Revised Municipal Finance Act of 2001. With respect to the Academy's borrowing money and issuance of bonds, the Academy shall comply with section 1351a of the Code and Part VI of the Revised Municipal Finance Act of 2001, Act No. 34 of the Public Acts of 2001, being MCL 141.2601 to 141.2613 of the Michigan Compiled Laws, except that the borrowing of money and issuance of bonds by the Academy is not subject to section 1351a(4) or section 1351(2) to (4) of the Code. Bonds issued by the Academy are subject to the revised municipal finance act, 2001 PA 34, MCL 141.2101 to 141.2821.

Section 8.9. Non-discrimination. The Academy shall be separately responsible for compliance with applicable laws pertaining to equal opportunity and anti-discrimination laws such as the Elliott-Larsen Civil Rights Act, Act No. 453 of the Public Acts of 1976, as amended, being MCL 37.2101 to 37.2804, the Michigan Handicappers' Civil Rights Act, Act No. 22 of the Public Acts of 1976, as amended, being MCL 37.1101 to 37.1607, and Subtitle A of Title II of the Americans with Disabilities Act of 1990, Public Law 101-336, 42 USC & 12101 *et seq.* or any successor law.

Section 8.10. Other State Laws. The Academy shall comply with other state laws which are applicable to public school academies. Nothing in this Contract shall be deemed to apply any other state law to the Academy.

Section 8.11. Federal Laws. The Academy shall comply with federal laws which are applicable to public school academies. Nothing in this Contract shall be deemed to apply any other federal law to the Academy.

ARTICLE IX

AMENDMENT

Section 9.1. Process for Amending the Contract. Either party may propose changes in this Contract or may propose a meeting to discuss potential revision of this Contract. Except as provided in Sections 2.1, 5.1 and 6.11, the University Board delegates to its University President the review and approval of changes or amendments to this Contract. The Academy Board may delegate the same authority to the Academy Board President. The Contract shall be amended upon agreement and approval of the respective authorized designees.

Section 9.2. Process for Amending Academy Articles of Incorporation. The Academy Board, or any authorized designee of the Academy Board, may propose changes to the Academy's Articles of Incorporation. The Academy shall be authorized to make such changes to its Articles upon approval by the President or Designee of the University after review and recommendation by the University's Legal Counsel. Upon University approval, the Academy Board's authorized designee is authorized to file the amendment to the Academy's Articles of Incorporation with the appropriate state agency. Upon receipt of the filed amendment, the Academy shall forward the filed amendment to the University Charter Schools Office. The filed amendment shall be automatically incorporated into Schedule 2 of this Contract upon receipt of the amendment by the University Charter Schools Office. If the University identifies a provision in the Articles of Incorporation that violates or conflicts with this Contract, due to a change in law or other reason, after approval has been given, it shall notify the Academy Board in writing and the Academy Board shall amend the Articles of Incorporation to make them consistent with the Contract. If the change is requested by the University, the University shall reimburse the Academy for the filing fees payable to the Michigan Department of Labor and Economic Growth.

Section 9.3. Process for Amending Academy Bylaws. The Academy Board shall submit proposed Bylaw changes to the Charter Schools Office, for review and comment, at least thirty (30) days prior to Academy Board adoption. The Academy's Bylaws, and any subsequent or proposed changes to the Academy's Bylaws, shall not violate or conflict with the Contract. If at any time the University identifies a provision in the Academy Board's Bylaws that violates or conflicts with Applicable Law or this Contract, the Academy Board's Bylaws shall be automatically void and the Academy Board shall amend the identified provision to be consistent with Applicable Law and the Contract. The amendment shall be automatically incorporated into Schedule 3 of the Contract upon receipt by the University Charter Schools Office of a duly authorized Academy Board Bylaw change made in accordance with this Section 9.3.

Section 9.4. Change in Existing Law. If, after the effective date of this Contract, there is a change in Applicable Law, which alters or amends the responsibilities and obligations of either the Academy or the University Board, this Contract shall be altered or amended to reflect the change in existing laws as of the effective date of such change. To the extent possible, the responsibilities and obligations of the Academy and the University Board shall conform to and be carried out in accordance with the change in Applicable Law.

ARTICLE X

TERMINATION, SUSPENSION AND REVOCATION

Section 10.1. Grounds and Procedures for Academy Termination of Contract. At anytime and for any reason, the Academy Board may terminate this Contract. The Academy Board shall notify the CSO Director in writing of the request for the termination of the Contract not less than ten (10) calendar months in advance of the effective date of termination. The University Board, in its sole discretion, may waive the ten (10) month requirement. A copy of

the Academy Board's resolution approving the Contract termination, including a summary of the reasons for terminating the Contract, shall be included with the written termination request.

Section 10.2. Termination by University Board. The University Board may terminate this Contract before the end of the Contract Term as follows:

(a) Termination Without Cause. Except as otherwise provided in subsections (b), (c) or (d), the University Board, in its sole discretion, reserves the right to terminate this Contract before the end of the Contract Term for any reason provided that such termination shall not take place less than ten (10) calendar months from the date of the University Board's resolution approving such termination. The Charter Schools Office shall provide notice of the termination to the Academy. If during the period between the University Board's action to terminate and the effective date of termination, the Academy has violated the Contract or Applicable Law, the University Board may elect to initiate suspension or revocation of the Contract as set forth in this Article X.

(b) Termination Caused by Change in Applicable Law. Following issuance of this Contract, if there is a change in Applicable Law that the University Board, in its sole discretion, determines impairs its rights and obligations under the Contract or requires the University Board to make changes in the Contract that are not in the best interest of the University Board or the University, then the University Board may terminate the Contract at the end of the Academy's school fiscal year in which the University Board's decision to terminate is adopted. For purposes of this section, a change in Applicable Law includes without limitation the following:

(i) the issuance of an order by the Superintendent of Public Instruction, pursuant to Section 1280c of the Code, placing the Academy under the supervision of the State School Reform/Redesign Officer; or

(ii) the development of, or changes to, a redesign plan by the Academy pursuant to Section 1280c of the Code.

(c) Automatic Termination Caused By Placement of Academy in State School Reform / Redesign School District. If the Academy is notified by the State that the Academy will be placed in the State School Reform/Redesign School District pursuant to Section 1280c of the Code, then the University Board may terminate this Contract at the end of the current school year.

(d) Automatic Termination For Failure to Satisfy Requirements During the Initial Term of Contract. If the Academy fails to satisfy the requirements set forth in Section 12.14 during the initial term of Contract, then this Contract shall automatically terminate on the date set forth in Section 12.14.

The revocation procedures in Section 10.6 shall not apply to a termination of this Contract under this section.

Section 10.3. Contract Suspension. The University Board's process for suspending the Contract is as follows:

- a) University President Action. If the University President determines, in his or her sole discretion, that conditions or circumstances exist that the Academy Board (i) has placed the health or safety of the staff and/or students at risk; (ii) is not properly exercising its fiduciary obligations to protect and preserve the Academy's public funds and property; (iii) has lost its right to occupancy of the physical facilities described in Section 6.11, and cannot find another suitable physical facility for the Academy prior to the expiration or termination of its right to occupy its existing physical facilities; or (iv) has willfully or intentionally violated this Contract or Applicable Law, the University President may immediately suspend the Contract. If the conditions or circumstances involve an alleged violation of Sections 10.5(e) or (f), the University President is authorized to suspend the Contract immediately pending completion of the procedures set forth in Section 10.6. Unless otherwise specified in the suspension notice, the Academy shall cease operations on the date on which the suspension notice is issued. A copy of the suspension notice, setting forth the grounds for suspension, shall be sent to the Academy Board and to the Hearing Panel if applicable. If this subsection is implemented, the notice and hearing procedures set forth in Section 10.6 shall be expedited as much as possible.
- b) Disposition of State School Aid Funds. Notwithstanding any other provision of the Contract, any state school aid funds received by the University Board after a decision by the University President to suspend the Contract may be retained by the University Board for the Academy until the Contract is reinstated, or shall be returned to the Michigan Department of Treasury.
- c) Immediate Revocation Proceeding. If the Academy Board, after receiving a Suspension Notice from the University President continues to engage in conduct or activities that are covered by the suspension notice, the Hearing Panel may immediately convene a Revocation Hearing in accordance with the procedures set forth in Section 10.6(e) of the Terms and Conditions. The Hearing Panel has the authority to accelerate the time line for revoking the Contract, provided that notice of the revocation hearing shall be provided to the University Charter Schools Office and the Academy Board at least five (5) days before the hearing. If the Hearing Panel determines that the Academy Board has continued to engage in conduct or activities that are covered by the suspension notice, the Hearing Panel may recommend revocation of the Contract. The University Board shall proceed to consider the Hearing Panel's recommendation in accordance with Section 10.6(f) through (i).

Section 10.4 Statutory Grounds for Revocation. In addition to the grounds for an automatic revocation of the Contract as set forth in Section 10.7, this Contract may also be revoked by the University Board upon a determination by the University Board, pursuant to the procedures set forth in Section 10.6, that one or more of the following has occurred:

- a) Failure of the Academy to demonstrate improved pupil academic achievement for all groups of pupils or meet the educational goals set forth in this Contract;
- b) Failure of the Academy to comply with all Applicable Law;

- c) Failure of the Academy to meet generally accepted public sector accounting principles and demonstrate sound fiscal stewardship; or
- d) The existence of one or more other grounds for revocation as specified in this Contract.

Section 10.5. Other Grounds for University Board Revocation. In addition to the statutory grounds for revocation set forth in Section 10.4 and the grounds for an automatic revocation of the Contract set forth in Section 10.7, the University Board may revoke this Contract, pursuant to the procedures set forth in Section 10.6, upon a determination that one or more of the following has occurred:

- a) The Academy is insolvent, has been adjudged bankrupt, or has operated for one or more school fiscal year(s) with a Fund Balance Deficit;
- b) The Academy has insufficient enrollment to successfully operate the Academy, or the Academy has lost more than twenty-five percent (25%) of its student enrollment from the previous school year;
- c) The Academy defaults in any of the terms, conditions, promises or representations contained in or incorporated into this Contract;
- d) The Academy files amendments to its Articles of Incorporation with the Michigan Department of Labor and Economic Growth, Bureau of Commercial Services, without first obtaining University President or Designee approval;
- e) The University Board discovers grossly negligent, fraudulent or criminal conduct by the Applicant, the Academy's directors, officers, employees or agents in relation to their performance under this Contract;
- f) The Applicant, the Academy's directors, officers or employees have provided false or misleading information or documentation to the University Board in connection with the University Board's approval of the Application, the issuance of this Contract, or the Academy's reporting requirements under this Contract or Applicable Law;
- g) The Academy violates the site restrictions set forth in the Contract or the Academy operates at a site or sites without the prior written authorization of the University Board; or
- h) The University Board, its trustees, officers, employees, agents or representatives are not included as third party beneficiaries under any educational management agreement entered into by the Academy for purposes of indemnifying such parties in accordance with Section 11.11 of the Terms and Conditions.

Section 10.6. University Board Procedures for Revoking Contract. Except for the automatic revocation process set forth in Section 10.7 or the termination of Contract by the

University Board in Section 10.2, the University Board's process for revoking the Contract is as follows:

- a) Notice of Intent to Revoke. The CSO Director or other University representative, upon reasonable belief that such grounds for revocation of the Contract exist, shall notify the Academy Board of such grounds by issuing the Academy Board a Notice of Intent to Revoke for non-compliance with the Contract or Applicable Law. The Notice of Intent to Revoke shall be in writing and shall set forth in sufficient detail the alleged grounds for revocation.
- b) Academy Board's Response. Within thirty (30) days of receipt of the Notice of Intent to Revoke, the Academy Board shall respond in writing to the alleged grounds for revocation. The Academy Board's response shall be addressed to the CSO Director, and shall either admit or deny the allegations of non-compliance. If the Academy's response includes admissions of non-compliance with the Contract or Applicable Law, the Academy Board's response must also contain a description of the Academy Board's plan and time line for correcting the non-compliance with the Contract or Applicable Law. If the Academy's response includes a denial of non-compliance with the Contract or Applicable Law, the Academy's response shall include sufficient documentation or other evidence to support a denial of non-compliance with the Contract or Applicable Law. A response not in compliance with this section shall be deemed to be non-responsive. As part of its response, the Academy Board may request that a meeting be scheduled with the CSO Director prior to a review of the Academy Board's response.
- c) Plan of Correction. Within fifteen (15) days of receipt of the Academy Board's response or after a meeting with Academy Board representatives, whichever is sooner, the CSO Director shall review the Academy Board's response and determine whether a reasonable plan for correcting the deficiencies can be formulated. If the CSO Director determines that a reasonable plan for correcting the deficiencies set forth in the Notice of Intent to Revoke can be formulated, the CSO Director shall develop a plan for correcting the non-compliance ("Plan of Correction"). In developing a Plan of Correction, the CSO Director is permitted to adopt, modify or reject some or all of the Academy Board's response for correcting the deficiencies outlined in the Notice of Intent to Revoke. The Notice of Intent to Revoke shall be withdrawn if the CSO Director determines any of the following: (i) the Academy Board's denial of non-compliance is persuasive; (ii) the non-compliance set forth in the Notice of Intent to Revoke has been corrected by the Academy Board; or (iii) the Academy Board has successfully completed the Plan of Correction. In the event the Notice of Intent to Revoke is withdrawn, the CSO Director shall notify the Academy Board, in writing, of such withdrawal.
- d) Plan of Correction May Include Conditions to Satisfy University Board's Contract Reconstitution Obligation. As part of the Plan of Correction, the CSO Director may reconstitute the Academy in an effort to improve student educational performance and to avoid interruption of the educational process. An attempt to improve student educational performance may include, but is not limited to, one of the following

actions: (i) removal of 1 or more members of the Academy Board members; (ii) termination of at-will board appointments of 1 or more Academy Board members; (iii) withdrawal of the Academy's authorization to contract with an ESP; or (iv) the appointment of a new Academy Board of directors or a conservator/trustee to take over operations of the Academy. The University Charter Schools Office shall notify the Superintendent of Public Instruction of any Plan of Correction that includes a reconstitution of the Academy to ensure that the Academy is not included on the list of school buildings subject to automatic closure under section 1280c of the Code.

- e) Request for Revocation Hearing. The CSO Director or other University representative may initiate a revocation hearing before the University Charter Schools Hearing Panel if the CSO Director determines that any of the following has occurred:
- i) the Academy Board has failed to timely respond to the Notice of Intent to Revoke as set forth in Section 10.6(b);
 - ii) the Academy Board's response to the Notice of Intent to Revoke is non-responsive;
 - iii) the Academy Board's response admits violations of the Contract or Applicable Law which the CSO Director deems cannot be remedied or cannot be remedied in an appropriate period of time, or for which the CSO Director determines that a Plan of Correction cannot be formulated;
 - iv) the Academy Board's response contains denials that are not supported by sufficient documentation or other evidence showing compliance with the Contract or Applicable Law;
 - v) the Academy Board has not complied with part or all of a Plan of Correction established in Section 10.6(c);
 - vi) the Academy Board has engaged in actions that jeopardize the financial or educational integrity of the Academy; or
 - vii) the Academy Board has been issued multiple or repeated Notices of Intent to Revoke.

The CSO Director or other University representative shall send a copy of the Request for Revocation Hearing to the Academy Board at the same time the request is sent to the Hearing Panel. The Request for Revocation Hearing shall identify the reasons for revoking the Contract.

- f) Hearing before University Charter Schools Hearing Panel. Within thirty (30) days of the date of a Request for Revocation Hearing, the Hearing Panel shall convene a revocation hearing. The Hearing Panel shall provide a copy of the Notice of Hearing to the University Charter Schools Office and the Academy Board at least ten (10) days before the hearing. The purpose of the Hearing Panel is to gather facts surrounding the CSO Director's request for Contract revocation, and to make a recommendation to the University Board on whether the Contract should be revoked. The revocation hearing shall be held at a location, date and time as determined by the CSO Director or other University Representative. The hearing shall be transcribed by a court reporter and the cost of the court reporter shall be divided equally between the University and the Academy. The CSO Director or his or her designee, and the

Academy Board or its designee, shall each have equal time to make their presentation to the Hearing Panel. Although each party is permitted to submit affidavits and exhibits in support of their positions, the Hearing Panel will not hear testimony from any witnesses for either side. The Hearing Panel, may, however, question the CSO Director and one or more members of the Academy Board. Within thirty (30) days of the Revocation Hearing, the Hearing Panel shall make a recommendation to the University Board concerning the revocation of the Contract. In its discretion, the Hearing Panel may extend any time deadline set forth in this subsection. A copy of the Hearing Panel's recommendation shall be provided to the University Charter Schools Office and the Academy Board at the same time that the recommendation is sent to the University Board.

- g) University Board Decision. If the Hearing Panel's recommendation is submitted to the University Board at least fourteen (14) days before the University Board's next regular meeting, the University Board shall consider the Hearing Panel's recommendation at its next regular meeting and vote on whether to revoke the Contract. The University Board reserves the right to modify, reject or approve all or any part of the Hearing Panel's recommendation. The University Board shall have available copies of the Hearing Panel's recommendation and the transcript of the hearing. The University Board may waive the fourteen (14) day submission requirement or hold a special board meeting to consider the Hearing Panel's recommendation. A copy of the University Board's decision shall be provided to the University Charter Schools Office, the Academy Board and the Michigan Department of Education.
- h) Effective Date of Revocation. If the University Board votes to revoke the Contract, the revocation shall be effective on the date of the University Board's act of revocation, or at a later date as determined by the University Board, but no later than the last day of the Academy's current academic year.
- i) Disposition of State School Aid Funds. Notwithstanding any other provision of the Contract, any state school aid funds received by the University Board after a recommendation is made by the Hearing Panel to revoke the Contract, or a decision by the University Board to revoke the Contract, may be held by the University Board and returned to the Michigan Department of Treasury.
- j) Disposition of District Code Number. Notwithstanding any other provision of the Contract, after a recommendation is made by the Hearing Panel to revoke the Contract, or a decision by the University Board to revoke the Contract, the district code number shall remain under the direction and control of the State Board of Education and/or its designated representative.

Section 10.7. Automatic Revocation by State of Michigan. If the University Board is notified by the Superintendent of Public Instruction that the Academy is subject to closure under Part 6a of the Code ("State's Automatic Closure Notice"), and the Academy is currently not undergoing a reconstitution as part of a Plan of Correction developed under Section 10.6, then this Contract shall automatically be amended to eliminate the Academy's authority to operate

certain age and grade levels at the site or sites identified in the State's Automatic Closure Notice. If the State's Automatic Closure Notice includes all of the Academy's existing sites, then this Contract shall automatically be revoked at the end of the current school year in which the notice is received without any further action of the University Board or the Academy. The University Board's revocation procedures set forth in Section 10.6 do not apply to an automatic revocation initiated by the State.

Following receipt of the State's Automatic Closure Notice, the University Charter Schools Office shall forward a copy of the State's Automatic Closure Notice to the Academy Board and request a meeting with Academy Board representatives to discuss the Academy's plans and procedures for the elimination of certain age or grade levels at the identified site or sites, or if all of the Academy's existing sites are included in the State's Automatic Closure Notice, then wind-up and dissolution of the Academy corporation at the end of the current school year. All Academy inquiries and requests for reconsideration of the State's Automatic Revocation Notice shall be directed to the Superintendent of Public Instruction, in a form and manner determined by that office or the Michigan Department of Education.

Section 10.8. Material Breach of Contract. The issuance of an order by the Superintendent of Public Instruction, pursuant to section 1280C of the Code, placing the Academy under the supervision of the State School Reform/ Redesign Officer, shall constitute a material breach of this Contract. Following the issuance of the order, the University Charter Schools Office shall notify the Academy of the material breach and request a meeting with Academy Board representatives to discuss the matter. To remedy the material breach, the Academy shall work toward the development of a corrective action plan that is acceptable to the University Charter Schools Office. In addition to other matters, the corrective action plan shall include the Academy's redesign plan prepared pursuant to section 1280C of the Code. The development of a corrective action plan under this Section 10.8 shall not in any way limit the rights of the University Board to terminate, suspend, or revoke this Contract.

Section 10.9. Appointment of Conservator/Trustee. Notwithstanding any other provision of the Contract, when the University Board determines that conditions or circumstances exist to lead the University Board to believe that the health, safety, educational or economic interest of the Academy or its students is at risk, the University Board may take immediate action against the Academy pending completion of the procedures described in Sections 10.6. The University Board may appoint a conservator/ trustee to manage the day-to-day operations of the Academy in place of the Academy Board. A conservator/ trustee appointed by the University Board shall have all the powers and authority of the Academy Board under this Contract and Applicable Law. Upon the appointment of a conservator/ trustee, the appointment and term of office for each Academy Board member shall cease. If this section has been implemented and the Hearing Panel under Section 10.6 determines the revocation to be appropriate, the revocation shall become effective immediately upon the University Board's decision.

ARTICLE XI

PROVISIONS RELATING TO PUBLIC SCHOOL ACADEMIES

Section 11.1. Grand Valley State University Faculty Employment in the Academy. Subject to the ability of the Academy to reach separate agreement on the terms, the Academy is permitted to use University faculty as classroom teachers in any grade.

Section 11.2. The Academy Faculty Appointment to Grand Valley State University Faculty. Nothing in this Contract shall prohibit a member of the Academy faculty from being appointed to or serving as a member of the University faculty.

Section 11.3. Student Conduct and Discipline. The Academy Board shall adopt, abide by and enforce its own set of written policies concerning student conduct and student discipline.

Section 11.4. Insurance. The Academy shall secure and maintain in its own name as the “first named insured” at all times the following insurance coverage:

- a) Property insurance covering all of the Academy’s real and personal property, whether owned or leased;
- b) General/Public Liability with a minimum of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate (Occurrence Form);
- c) Auto Liability (Owned and Non-Owned) with a minimum of one million dollars (\$1,000,000) (Occurrence Form);
- d) Workers’ Compensation or Worker’ Compensation without employees (this is considered minimum premium, “if any” insurance) (statutory limits) and Employers’ Liability insurance with a minimum of one million dollars (\$1,000,000);
- e) Errors & Omissions insurance including Directors & Officers and School Leaders Errors & Omissions Liability insurance with a minimum of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate (Claims Made or Occurrence Form);
- f) Crime including employee dishonesty insurance with a minimum of five hundred thousand dollars (\$500,000); and
- g) Employment Practices Liability insurance with a minimum of one million dollars (\$1,000,000) per claim/aggregate (Claims Made or Occurrence Form).
- h) Umbrella with a minimum \$4,000,000 limit and aggregate. Also, an Umbrella policy with an unlimited aggregate is acceptable at a \$2,000,000 limit.

The insurance must be obtained from a licensed mutual, stock, or other responsible company licensed to do business in the State of Michigan. The insurance carrier(s) must be an “A” best rating or better. The Academy may join with other public school academies to obtain insurance if the Academy finds that such an association provides economic advantages to the

Academy, provided that each Academy maintains its identity as first named insured with its own limits, i.e. no sharing of limits.

The Academy shall list the University Board and the University on the insurance policies as an additional insured with primary coverage on insurance coverage listed in (b), (c), (e), and (g) above. The Academy shall have a provision included in all policies requiring notice to the University, at least thirty (30) days in advance, upon termination or non-renewal of the policy or of changes in insurance carrier or policy limit changes. In addition, the Academy shall provide the University President copies of all insurance certificates and endorsements required by this Contract. The Academy shall also provide to the University Charter Schools Office an entire copy of the insurance policies. The Academy may expend funds for payment of the cost of participation in an accident or medical insurance program to insure protection for pupils while attending school or participating in a school program or activity. Other insurance policies and higher minimum may be required depending upon academic offerings and program requirements.

The Academy understands that the University's insurance carrier periodically reviews the types and amounts of insurance coverage that the Academy must secure in order for the University to maintain insurance coverage for authorization and oversight of the Academy. In the event that the University's insurance carrier requests additional changes in coverage identified in this Section 11.4, the Academy agrees to comply with any additional changes in the types and amounts of coverage requested by the University's insurance carrier within thirty (30) days after notice of the insurance coverage change.

Section 11.5. Transportation. The Academy Board may enter into contract with other school districts or other persons, including municipal and county governments, for the transportation of the Academy students to and from school and for field trips. In addition, the Academy Board may use funds received from state school aid payments to pay for student transportation. In the event that the Academy Board contracts for transportation services, the Academy Board shall ensure that the company providing the transportation services is properly licensed in accordance with Applicable Law, and that the company conducts criminal background and history checks on its drivers and other personnel who have direct contact with pupils in accordance with the Code.

Section 11.6. Extracurricular Activities and Interscholastic Sports. The Academy is authorized to join any organization, association, or league, which has as its objective the promotion and regulation of sport and athletic, oratorical, musical, dramatic, creative arts, or other contests by or between pupils.

Section 11.7. Legal Liabilities and Covenants Not to Sue. The Academy and Academy Board members acknowledge and agree that they have no authority to extend the faith and credit of the University or to enter into a contract that would bind the University. The Academy also is limited in its authority to contract by the amount of funds obtained from the state school aid fund, as provided hereunder, or from other independent sources. The Academy and Academy Board members hereby covenant not to sue the University Board, the University or any of its trustees, officers, employees, agents or representatives for any matters that arise under this Contract or otherwise. The University does not assume any obligation with respect to any

Academy Director, employee, agent, parent, guardian, or independent contractor of the Academy, and no such person shall have the right or standing to bring suit against the University Board, the University or any of its Trustees, employees, agents, or independent contractors as a result of the issuing, termination or revocation of this Contract.

Section 11.8. Lease or Deed for Proposed Single Site(s). The Academy shall provide to the designee of the University Board copies of its lease or deed for the premises in which the Academy shall operate. A copy of the Academy's lease or deed and site information shall be incorporated into the Schedules.

Section 11.9. Occupancy and Safety Certificates. The Academy Board shall: (i) ensure that all physical facilities comply with all fire, health and safety standards applicable to schools; and (ii) possess the necessary occupancy and safety certificates. The Academy Board shall not conduct classes at any site until the Academy has complied with this Section 11.9. Copies of these certificates shall be incorporated into the Schedules.

Section 11.10. Deposit of Public Funds by the Academy. The Academy Board agrees to comply with Section 1221 of the Revised School Code, being MCL 380.1221, regarding the deposit of all public or private funds received by the Academy. Such deposit shall be made within three (3) business days after receipt of the funds by the Academy.

Section 11.11. Educational Service Provider Agreements. The Academy may enter into an ESP Agreement with an ESP to contract out its administrative and/or educational functions and personnel. For the purposes of this Contract, an employee leasing agreement shall be considered an ESP Agreement, and an employee leasing company shall be considered an ESP. Prior to entering any ESP Agreement with an ESP, the Academy shall submit a copy of the final draft ESP Agreement to the University charter Schools Office in a form or manner consistent with the ESP policies of the University Charter Schools Office, which are incorporated into and be deemed part of this Contract. The Charter Schools Office may, from time to time during the term of this Contract, amend the ESP policies and the amended policies shall automatically apply to the Academy without any amendment under Article IX of this Contract. The University Charter Schools Office may disapprove the proposed ESP Agreement submitted by the Academy if the ESP Agreement is contrary to this Contract or Applicable Law. Any subsequent amendment to an ESP Agreement shall be submitted for review by the University Charter Schools Office in the same form and manner as a new ESP Agreement.

Section 11.12. Required Provisions for Educational Service Provider Agreements. Any ESP agreement entered into by the Academy must contain the following provisions:

“Indemnification of Grand Valley State University. The parties acknowledge and agree that the Grand Valley State University Board of Trustees, Grand Valley State University and its members, officers, employees, agents or representatives are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, the parties hereby promise to indemnify and hold harmless Grand Valley State University Board of Trustees, Grand Valley State University and its members, officers, employees, agents or representatives from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury,

sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of Grand Valley State University, which arise out of or are in any manner connected with Grand Valley State University Board's approval of the Application, the University Board's consideration of or issuance of a Contract, the Academy's preparation for and operation of a public school, or which are incurred as a result of the reliance by Grand Valley State University and its Board of Trustees members, officers, employees, agents or representatives upon information supplied by the Academy or the ESP, or which arise out of the failure of the Academy to perform its obligations under the Contract issued to the Academy by Grand Valley State University Board of Trustees. The parties expressly acknowledge and agree that Grand Valley State University and its Board of Trustee members, officers, employees, agents or representatives may commence legal action against either party to enforce its rights as set forth in this Agreement."

"Revocation or Termination of Contract. If the Academy's Contract issued by the Grand Valley State University Board of Trustees is revoked or terminated, this Agreement shall automatically terminate on the same date as the Academy's Contract is revoked or termination without further action of the parties."

"Compliance with Academy's Contract. The ESP agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the Academy's obligations under the Academy's Contract issued by Grand Valley State University Board of Trustees. The provisions of the Academy's Contract shall supersede any competing or conflicting provisions contained in this Agreement."

"Compliance with Section 503c. On an annual basis, the ESP agrees to provide the Academy Board with the same information that a school district is required to disclose under section 18(2) of the State School Aid Act of 1979, MCL 388.1618, for the most recent school fiscal year for which the information is available. Within thirty (30) days of receipt of this information, the Academy Board shall make the information available on the Academy's website home page, in a form and manner prescribed by the Michigan Department of Education. The defined terms in section 503c of the Code, MCL 380.503c, shall have the same meaning in this Agreement."

Section 11.13. Incompatible Public Offices and Conflicts of Interest Statutes. The Academy shall comply with the Incompatible Public Offices statute, Act No. 566 of the Public Acts of 1978, being MCL 15.181 to 15.185 of the Michigan Compiled Laws, and the Contracts of Public Servants With Public Entities statute, Act No. 317 of the Public Acts of 1968, being MCL 15.321 to 15.330 of the Michigan Compiled Laws. The Academy Board shall ensure compliance with Applicable Law relating to conflicts of interest. Notwithstanding any other provision of this Contract, the following shall be deemed a prohibited conflict of interest for purposes of this Contract:

(a) An individual simultaneously serving as an Academy Board member and an owner, officer, director, employee or consultant of an educational service provider or an employee leasing company that has an ESP agreement with the Academy;

(b) An individual simultaneously serving as an Academy Board member and an Academy employee;

(c) An individual simultaneously serving as an Academy Board member and an independent contractor to the Academy;

(d) An individual simultaneously serving as an Academy Board member and as a member of the governing board of another public school; and

(e) An individual simultaneously serving as an Academy Board member and a University employee, official, or consultant, to the University.

Section 11.14. Certain Familial Relationships Prohibited. The Academy Board shall prohibit specifically identified family relationships pursuant to applicable law and the Terms and Conditions of this contract. Notwithstanding any other provision of this Contract, the following shall be deemed prohibited familial relationships for the purposes of this Contract:

(a) No person shall be appointed or reappointed to serve as an Academy Board member if the person's mother, mother-in-law, father, father-in-law, son, son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, brother-in-law, spouse or same-sex domestic partner:

- (i) Is employed by the Academy;
- (ii) Works at or is assigned to the Academy
- (iii) Has an ownership, officer, policy making, managerial, administrative, non-clerical or other significant role with the Academy's ESP or employee leasing company.

Section 11.15. Dual Employment Positions Prohibited. Any person working at the Academy is prohibited by law from being employed at the Academy in more than one full-time position and simultaneously being compensated for each position.

Section 11.16. Oath of Public Office. Academy Board members are public officials. Before entering upon the duties of a public school board member, each Academy Board member shall take, sign, and file the constitutional oath of office with the Charter Schools Office.

Section 11.17. Information Available to the Public and University.

(a) Information to be provided by the Academy. In accordance with Applicable Law, the Academy shall make information concerning its operation and management, including without limitation information in Schedule 6, available to the public and University in the same manner and to the same extent as is required for public schools and school districts.

(b) Information to be provided by Educational Service Providers. The agreement between the Academy and the ESP shall contain a provision requiring the ESP to make information concerning the operation and management of the Academy, including the information in Schedule 6, available to the Academy as deemed necessary by the Academy Board in order to enable the Academy to fully satisfy its obligations under subparagraph (a).

Section 11.18. University Board Invitation to Apply to Convert Academy to School of Excellence. If the University Board is interested in accepting applications to issue contracts to charter Schools of Excellence under Part 6e of the Code, MCL 380.551 et seq. ("Part 6e"), and

the University Board determines that the Academy meets the University Board's and the Code's eligibility criteria for applying to convert the Academy to a School of Excellence, then the University Board may invite the Academy to submit an application to apply for a contract to convert the Academy to a School of Excellence. In accordance with the Code, the University Board shall establish its own competitive application process and provide the necessary forms and procedures to eligible public school academies.

ARTICLE XII

GENERAL TERMS

Section 12.1. Notices. Any and all notices permitted or required to be given hereunder shall be deemed duly given; (i) upon actual delivery, if delivery by hand; or (ii) upon delivery into United States mail if delivery is by postage paid first class mail. Each such notice shall be sent to the respective party at the address indicated below or to any other person or address as the respective party may designate by notice delivered pursuant hereto:

If to Grand Valley State University Board of Trustees:

Charter Schools Office Director
Grand Valley State University
201 Front Avenue, SW., Suite 310
Grand Rapids, Michigan 49504

If to Academy:

Board President
Kalamazoo Covenant Academy
400 W. Crosstown Parkway
Kalamazoo, MI 49001

Section 12.2. Severability. If any provision in this Contract is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of this Contract. If any provision of this Contract shall be or become in violation of Applicable Law, such provision shall be considered null and void, and all other provisions shall remain in full force and effect.

Section 12.3. Successors and Assigns. The terms and provisions of this Contract are binding on and shall inure to the benefit of the parties and their respective successors and permitted assigns.

Section 12.4. Entire Contract. This Contract sets forth the entire agreement between the University Board and the Academy with respect to the subject matter of this Contract. All prior application materials, contracts, representations, statements, negotiations, understandings, and undertakings, are superseded by this Contract.

Section 12.5. Assignment. This Contract is not assignable by either party.

Section 12.6. Non-Waiver. Except as provided herein, no term or provision of this Contract shall be deemed waived and no breach or default shall be deemed excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. No consent by any party to, or waiver of, a breach or default by the other, whether expressed or implied, shall constitute a consent to, waiver of, or excuse for any different or subsequent breach or default.

Section 12.7. Indemnification. As a condition to receiving a grant of authority from the University Board to operate a public school pursuant to the terms and conditions of this Contract, the Academy agrees to indemnify and hold the University Board, the University and its Board of Trustees members, officers, employees, agents or representatives harmless from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of the University, which arise out of or are in any manner connected with the University Board's receipt, consideration or approval of the Application, the University Board's approval of the Method of Selection Resolution or the Authorizing Resolution, legal challenges to the validity of Part 6a of the Code or actions taken by the University Board as an authorizing body under Part 6a of the Code, the University Board's consideration of or issuance of a Contract, the Academy's preparation for and operation of a public school, or which are incurred as a result of the reliance of the University Board, the University and its Board of Trustees members, officers, employees, agents or representatives upon information supplied by the Academy, or which arise out of the failure of the Academy to perform its obligations under this Contract. The foregoing provision shall not be deemed a relinquishment or waiver of any kind of Section 7 of the Governmental Liability for Negligence Act, being Act No. 170, Public Acts of Michigan, 1964.

Section 12.8. Construction. This Contract shall be construed fairly as to both parties and not in favor of or against either party, regardless of which party prepared the Contract.

Section 12.9. Force Majeure. If any circumstances occur which are beyond the control of the parties, which delay or render impossible the obligations of one or both of the parties, the parties' obligations to perform such services shall be postponed for an equivalent period of time or shall be canceled, if such performance has been rendered impossible by such circumstances.

Section 12.10. No Third Party Rights. This Contract is made for the sole benefit of the Academy and the University Board and no other person or entity, including without limitation, the ESP. Except as otherwise provided, nothing in this Contract shall create or be deemed to create a relationship between the parties hereto, or either of them, and any third person, including a relationship in the nature of a third party beneficiary or fiduciary.

Section 12.11. Non-agency. It is understood that the Academy is not the agent of the University.

Section 12.12. Governing Law. This Contract shall be governed and controlled by the laws of the State of Michigan as to interpretation, enforcement, validity, construction, and effect, and in all other respects.

Section 12.13. Counterparts. This Contract may be executed in any number of counterparts. Each counterpart so executed shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.

Section 12.14. Term of Contract.

(a) Initial Term of Contract. Except as otherwise provided in Section 12.14 (b) and (c) set forth below, this Contract shall commence on July 20, 2015, and shall remain in full force and effect for seven (7) years until June 30, 2022, unless sooner terminated according to the terms hereof.

(b) Termination of Contract During Initial Term of Contract. Consistent with the procedures set forth in this Section 12.14(b), this Contract will terminate on June 30, 2016 if the Academy fails to satisfy all of the following conditions:

- (i) The Academy shall provide to the Charter Schools Office Director a copy of the Academy's agreements with any Educational Service Provider. The terms and conditions of the agreements must be acceptable to the University President.
- (ii) The Academy shall provide to the Charter Schools Office Director a copy of the Academy's real property leases, sublease or other agreements set forth in the Schedules.
- (iii) The Academy, through legal counsel, shall provide a legal opinion to the Charter Schools Office Director confirming that the Academy Board's approval and execution of any real property lease or other agreement with Educational Service Providers complies with the Contracts of Public Servants with Public Entities statute, MCL 15.321 et seq.
- (iv) The Academy shall provide to the Charter Schools Office Director, if applicable, a copy of an AHERA asbestos plan and lead based paint survey for the site or sites set forth in the Schedules.
- (v) The Academy shall provide to the Charter Schools Office Director, if applicable, a copy of a current boiler inspection/ approval for the site or sites set forth in the Schedules.
- (vi) The Academy shall provide documentation to the Charter Schools Office Director confirming that the Academy has received occupancy approval from the Michigan Department of Consumer and Industry Services' Office of Fire Safety for the site or sites set forth in the Schedules.

- (vii) The Academy shall provide documentation to the Charter Schools Office Director that it has obtained a short-term cash flow loan to cover the initial cost of operations for the initial academic year. The Academy shall comply with section 1225 of the Revised School Code and the Revised Municipal Finance Act with respect to approving and obtain such funds.
- (viii) Any additional financial information or documentation requested by the University President.

The Academy shall notify the Charter Schools Office in writing following completion of the conditions set forth in this Section 12.14(b). For good cause, the Charter Schools Office Director may extend the deadlines set forth above. If the Charter Schools Office Director determines that the Academy has not satisfied the conditions set forth in this Section 12.14(b), the Charter Schools Office Director shall issue a Contract termination letter to the Academy for failing to meet certain conditions set forth in this Section 12.14(b). The issuance of the termination letter by the Charter Schools Office Director shall automatically terminate this Contract without any further action by either the University Board or the Academy Board. Upon issuance of the termination letter, the Charter Schools Office Director shall notify the Superintendent of Public Instruction and the Michigan Department of Education that the Contract has been terminated.

(c) Inability to Enroll Students for Classes. If the Academy, for any reason, is unable to enroll students and conduct classes by January 4, 2016, then this Contract is automatically terminated without further action of the parties.

Section 12.15. Survival of Provisions. The terms, provisions, and representations contained in Section 11.4, Section 11.17, Section 11.12, and Section 12.7, and any other provision of this Contract that by their sense and context are intended to survive termination of this Contract shall survive.

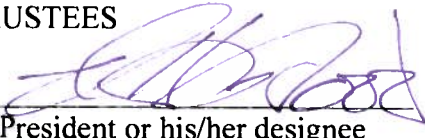
Section 12.16. Termination of Responsibilities. Upon termination or revocation of this Contract, the University Board and its designees shall have no further obligations or responsibilities under this Contract to the Academy or any other person or persons in connection with this Contract.

Section 12.17. Disposition of Academy Assets Upon Termination or Revocation of Contract. Following termination or revocation of the Contract, the Academy shall follow the applicable wind-up and dissolution provisions set forth in the Academy's articles of incorporation and in accordance with Applicable Law.

[INTENTIONALLY LEFT BLANK]

As the designated representative of the Grand Valley State University Board of Trustees, I hereby issue this Contract to the Academy on the date set forth above.

GRAND VALLEY STATE UNIVERSITY
BOARD OF TRUSTEES

By: 
University President or his/her designee

As the authorized representative of the Academy, I hereby certify that the Academy is able to comply with the Contract and all Applicable Law, and that the Academy, through its governing board, has approved and agreed to comply with and be bound by the terms and conditions of this Contract.

KALAMAZOO COVENANT ACADEMY

By: 
Academy Board President

SCHEDULE 1

**METHOD OF SELECTION RESOLUTION
AUTHORIZING RESOLUTION**



CERTIFIED COPY OF RESOLUTION ADOPTED BY THE BOARD OF TRUSTEES OF
GRAND VALLEY STATE UNIVERSITY ON JULY 10, 2015:

Authorization of Kalamazoo Covenant Academy 6a Contract

WHEREAS, the Michigan Legislature has provided for the establishment of public school academies as part of the Michigan public school system by enacting Act No. 362 of the Public Acts of 1993; and

WHEREAS, according to this legislation, the Grand Valley State University Board of Trustees (the "Board of Trustees"), as the governing body of a state public university, is an authorizing body empowered to issue contracts to organize and operate public school academies; and

WHEREAS, the Michigan Legislature has mandated that public school academy contracts be issued on a competitive basis taking into consideration the resources available for the proposed public school academy, the population to be served by the proposed public school academy, and the educational goals to be achieved by the proposed public school academy; and

WHEREAS, the Grand Valley State University Board of Trustees, having requested applications for organizing public school academies and having reviewed the applications according to the provisions set forth by the Michigan Legislature;

NOW, THEREFORE, BE IT RESOLVED:

1. That the application for Kalamazoo Covenant Academy ("Academy"), located at 1340 Cobb Avenue, Kalamazoo, MI 49007, submitted under Section 502 of the Revised School Code, meets the Board of Trustees' requirements and the requirements of applicable law, is therefore approved;
2. That the Board of Trustees establishes the method of selection, length of term and number of members of the Academy's Board of Directors as follows:

Method of Selection and Appointment of Academy Board Members:

- a. Initial Academy Board Member Nominations and Appointments: As part of the public school academy application, the public school academy applicant shall propose to the Director of the University Charter Schools Office ("Director"), the names of proposed individuals to serve on the initial board of directors of the proposed public school academy. When the Director recommends an initial contract for approval to the Board of Trustees, he/she shall include recommendations for initial Academy Board members. These recommendations may, but are not required to, include individuals proposed by the public school academy applicant. To be considered for appointment, the nominees must have completed the required board member candidate application materials, including at least (i) the Academy Board Member Questionnaire prescribed by the University Charter Schools Office; and (ii) the Criminal Background Check Report prescribed by the University Charter Schools Office.
- b. Subsequent Academy Board Member Nominations and Appointments: Except as provided in paragraph (2) below, the Academy Board may nominate individuals for subsequent Academy Board of Director positions. As part of the appointment process, the Academy Board may submit to the Director: (i) the name of the nominee; (ii) the board member candidate application materials identified in paragraph (a) above; and (iii) a copy of the Academy Board nominating resolution. The Director may or may not recommend the proposed nominee submitted by the Academy Board. If the Director does not recommend a nominee submitted by the Academy Board, the Director shall select a nominee and forward that recommendation to the Board of Trustees for appointment. The Board of Trustees shall have the sole and exclusive right to appoint members to the Academy Board.
- c. Exigent Appointments: When the Director determines an "exigent condition" exists which requires him/her to make an appointment to a public school academy's board of directors, the Director, with University President approval, may immediately appoint a person to serve as a public school academy board member for the time specified, but not longer than the next meeting held by the Board of

Trustees when a regular appointment may be made by the Board of Trustees. The Director shall make the appointment in writing and notify the public school academy's board of directors of the appointment. Exigent conditions include, but are not limited to when an Academy Board seat is vacant, when a Academy Board cannot reach a quorum, when the Board of Trustees determines that an Academy Board member's service is no longer required, when an Academy Board member is removed, when an Academy Board fails to fill a vacancy, or other reasons which would prohibit the Academy Board from taking action without such an appointment.

3. Qualifications of Academy Board Members: To be qualified to serve on the Academy Board, a person shall: (a) be a citizen of the United States; (b) reside in the State of Michigan; (c) submit all materials requested by the GVSU Charter Schools Office including, but not limited to, a GVSU Academy Board Member Questionnaire and a release for criminal history background check; (d) not be an employee of the Academy; (e) not be a director, officer, or employee of a company or other entity that contracts with the Academy; and (f) not be an employee or representative of GVSU or be a member of the Board of Trustees.
4. Oath /Acceptance of Office / Voting Rights: Following appointment by the Board of Trustees, Academy Board Appointees may begin their legal duties, including the right to vote, after they have signed an Acceptance of Public Office form and taken the Oath or Affirmation of Public Office administered by a member of the Academy Board, other public official or notary public.
5. Length of Term; Removal: An appointed Academy Board member is an "at will" board member who shall serve at the pleasure of the Board of Trustees for a term of office not to exceed three (3) years. Regardless of the length of term, terms shall end on June 30 of the final year of service, unless shorter due to other provisions of this resolution. A person appointed to serve as an Academy Board member may be reappointed to serve additional terms. When an Academy Board member is appointed to complete the term of service of another Academy Board member, their service ends at the end of the previous Academy Board member's term.

If the Board of Trustees determines that an Academy Board member's service in office is no longer required, then the Board of Trustees may remove an Academy board member with or without cause and shall specify the date when the Academy Board

member's service ends. An Academy Board member may be removed from office by a two-thirds (2/3) vote of the Academy's Board for cause.

6. Resignations: A member of the Academy Board may resign from office by submitting a written resignation or by notifying the Director. The resignation is effective upon receipt by the Director, unless a later date is specified in the resignation. A written notice of resignation is not required. If no such written notification is provided, then the Director shall confirm a resignation in writing. The resignation shall be effective upon the date the Director sends confirmation to the resigning Academy Board member.
7. Vacancy: An Academy Board position shall be considered vacant when an Academy Board member:
 - a. Resigns
 - b. Dies
 - c. Is removed from Office
 - d. Is convicted of a felony
 - e. Ceases to be qualified
 - f. Is incapacitated
8. Filling a Vacancy: The Academy Board may nominate and the Director shall recommend or temporarily appoint persons to fill a vacancy as outlined in the "Subsequent Appointments" and "Exigent Appointments" procedures in this resolution.
9. Number of Academy Board Member Positions: The number of member positions of the Academy Board of Directors shall be five (5), seven (7) or nine (9), as determined from time to time by the Academy Board.
10. Quorum: In order to legally transact business the Academy Board shall have a quorum physically present at a duly called meeting of the Academy Board. A "quorum" shall be defined as follows:

# of Academy Board positions	# required for Quorum
Five (5)	Three (3)
Seven (7)	Four (4)
Nine (9)	Five (5)
11. Manner of Acting: The Academy Board shall be considered to have "acted," when a duly called meeting of the Academy Board has a quorum present and the number of board members voting in favor of an action is as follows:

# of Academy Board positions	# for Quorum	# required to act
Five (5)	Three (3)	Three (3)
Seven (7)	Four (4)	Four (4)
Nine (9)	Five (5)	Five (5)


12. Initial Members of the Board of Directors: The Grand Valley State University Board of Trustees appoints the following persons to serve as the initial members of the Academy's Board of Directors for the designated term of office set forth below:

Thomas A. Baird	2 year term expiring June 30, 2017
Joseph M. Kaplan	3 year term expiring June 30, 2018
Edward G. Snyder	3 year term expiring June 30, 2018

13. The Board of Trustees approves and authorizes the execution of a contract to charter a public school academy to the Academy and authorizes the University President or designee to issue a contract to charter a public school academy and related documents ("Contract") to the Academy, provided that, before execution of the Contract, the University President or designee affirms that all terms of the contract have been agreed upon and the Academy is able to comply with all terms and conditions of the Contract and Applicable Law. The Board of Trustees authorizes the Contract to include a provision to allow the academy to open midway through the school year. This resolution shall be incorporated in and made part of the Contract.
14. Within ten days after the Board of Trustees issues the Contract, the Director will submit the Contract to the Michigan Department of Education. Pursuant to the State School Aid Act of 1979, the Michigan Department of Education shall, within thirty days after the Contract is submitted to the Michigan Department of Education, issue a district code number to each public school academy that is authorized under the Revised School Code and is eligible to receive funding under the State School Aid Act. By approving and issuing the Contract, the Board of Trustees is not responsible for the Michigan Department of Education's issuance or non-issuance of a district code number. As a condition precedent to the Board of Trustees' issuance of the Contract, the Applicant, the Academy and the Academy's Board of Directors shall acknowledge and agree that the Board of Trustees, Grand Valley State University, its officers, employees and agents are not responsible for any action taken by the Academy in reliance upon the Michigan Department of Education's issuance of a district code number to the Academy, or for any Michigan Department of

Education's decision resulting in the non-issuance of a district code number to the Academy.

IN WITNESS WHEREOF, I have hereunto signed my name as Secretary and have caused the seal of said body corporate to be hereto affixed this 20th day of July 2015.


Teri L. Losey, Secretary
Board of Trustees
Grand Valley State University

SCHEDULE 2

ARTICLES OF INCORPORATION

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
FILING ENDORSEMENT

This is to Certify that the ARTICLES OF INCORPORATION - NONPROFIT

for

KALAMAZOO COVENANT ACADEMY

ID NUMBER: 71744M

received by facsimile transmission on May 29, 2015 is hereby endorsed.

Filed on June 1, 2015 by the Administrator.

This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.



Sent by Facsimile Transmission

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 1st day of June, 2015.

***Alan J. Scheffe, Director
Corporations, Securities & Commercial Licensing Bureau***

BCS/CD-502 (Rev.10/08)

MICHIGAN DEPARTMENT OF LABOR & ECONOMIC GROWTH BUREAU OF COMMERCIAL SERVICES	
Date Received	(FOR BUREAU USE ONLY)
	This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.
Douglas J. McNeil	
250 Washington Avenue	
Grand Haven, MI 49417	
EFFECTIVE DATE:	

Document will be returned to the name and address you enter above.
If left blank document will be mailed to the registered office.

--

ARTICLES OF INCORPORATION

For use by Domestic Nonprofit Corporations

(Please read information and instructions on the last page)

Pursuant to the provisions of the Michigan Nonprofit Corporation Act of 1982, as amended (the "Act"), being MCL 450.2101 et seq. and Part 6A of the Revised School Code (the "Code"), as amended, being Sections 380.501 to 380.507 of the Michigan Compiled Laws, the undersigned corporation executes the following Articles:

ARTICLE I

The name of the corporation is: Kalamazoo Covenant Academy

The authorizing body for the corporation is: Grand Valley State University ("GVSU") Board of Trustees, ("Board of Trustees"), 1 Campus Drive, Allendale, Michigan 49401.

ARTICLE II

The purposes for which the corporation is organized are:

1. Specifically, the corporation is organized for the purposes of operating as a public school academy in the State of Michigan pursuant to Part 6A of the Code, being Sections 380.501 to 380.507 of the Michigan Compiled Laws.
2. The corporation, including all activities incident to its purposes, shall at all times be conducted so as to be a governmental entity pursuant to Section 115 of the United States Internal Revenue Code ("IRC") or any successor law. Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activity not permitted to be carried on by a governmental instrumentality exempt from federal income tax under Section 115 of the IRC or by a nonprofit corporation organized under the laws of the State of Michigan and subject to a Contract authorized under the Code.

ARTICLE III

1. The corporation is organized upon a Nonstock basis.
2. a. If organized on a nonstock basis, the description and value of its real property assets are: (if none, insert "none")

Real Property: none

-
-
- b. The description and value of its personal property assets are: (if none, insert "none")

Personal Property: none

-
-
-
- c. The corporation is to be financed under the following general plan:
 - a. State school aid payments received pursuant to the State School Aid Act of 1979 or any successor law.
 - b. Federal funds.
 - c. Donations
 - d. Fees and charges permitted to be charged by public school academies.
 - e. Other funds lawfully received.
- d. The corporation is organized on a Directorship basis.

ARTICLE IV

1. The name of the resident agent at the registered office:
Douglas J. McNeil
2. The address of the registered office is:

250 Washington Avenue, Grand Haven, Michigan 49417
3. The mailing address of the registered office, if different than above:

_____, Michigan _____
(Street Address) (City) (ZIP Code)

ARTICLE V

The name(s) and address(es) of the incorporator(s) is (are) as follows:

Name	Residence or Business Address
Douglas J. McNeil	250 Washington Avenue, Grand Haven, Michigan, 49417

ARTICLE VI

The corporation is a governmental entity.

ARTICLE VII

Before execution of a contract to charter a public school academy between the Academy Board and the Board of Trustees, the method of selection, length of term, and the number of members of the Academy Board shall be approved by a resolution of the Board of Trustees as required by the Code.

The members of the Academy Board shall be selected by the following method:

1. **Method of Selection and Appointment of Academy Board Members:**
 - a. **Initial Academy Board Member Nominations and Appointments:** As part of the public school academy application, the public school academy applicant shall propose to the Director of the University Charter Schools Office ("Director"), the names of proposed individuals to serve on the initial board of directors of the proposed public school academy. When the Director recommends an initial contract for approval to the Board of Trustees, he/she shall include recommendations for initial Academy Board members. These recommendations may, but are not required to, include individuals proposed by the public school academy applicant. To be considered for appointment, the nominees must have

completed the required board member candidate application materials, including at least (i) the Academy Board Member Questionnaire prescribed by the University Charter Schools Office; and (ii) the Criminal Background Check Report prescribed by the University Charter Schools Office.

- b. **Subsequent Academy Board Member Nominations and Appointments:** Except as provided in paragraph (2) below, the Academy Board may nominate individuals for subsequent Academy Board of Director positions. As part of the appointment process, the Academy Board may submit to the Director: (i) the name of the nominee; (ii) the board member candidate application materials identified in paragraph (a) above; and (iii) a copy of the Academy Board nominating resolution. The Director may or may not recommend the proposed nominee submitted by the Academy Board. If the Director does not recommend a nominee submitted by the Academy Board, the Director shall select a nominee and forward that recommendation to the Board of Trustees for appointment. The Board of Trustees shall have the sole and exclusive right to appoint members to the Academy Board.
- c. **Exigent Appointments:** When the Director determines an "exigent condition" exists which requires him/her to make an appointment to a public school academy's board of directors, the Director, with University President approval, may immediately appoint a person to serve as a public school academy board member for the time specified, but not longer than the next meeting held by the Board of Trustees when a regular appointment may be made by the Board of Trustees. The Director shall make the appointment in writing and notify the public school academy's board of directors of the appointment. Exigent conditions include, but are not limited to when an Academy Board seat is vacant, when a Academy Board cannot reach a quorum, when the Board of Trustees determines that an Academy Board member's service is no longer required, when an Academy Board member is removed, when an Academy Board fails to fill a vacancy, or other reasons which would prohibit the Academy Board from taking action without such an appointment.
2. **Qualifications of Academy Board Members:** To be qualified to serve on the Academy Board, a person shall: (a) be a citizen of the United States; (b) reside in the State of Michigan; (c) submit all materials requested by the GVSU Charter Schools Office including, but not limited to, a GVSU Academy Board Member Questionnaire and a release for criminal history background check; (d) not be an employee of the Academy; (e) not be a director, officer, or employee of a company or other entity that contracts with the Academy; and (f) not be an employee or representative of GVSU or be a member of the Board of Trustees.
3. **Oath /Acceptance of Office / Voting Rights:** Following appointment by the Board of Trustees, Academy Board Appointees may begin their legal duties, including the right to vote, after they have signed an Acceptance of Public Office form and taken the Oath or Affirmation of Public Office administered by a member of the Academy Board, other public official or notary public.

4. **Length of Term; Removal:** An appointed Academy Board member is an "at will" board member who shall serve at the pleasure of the Board of Trustees for a term of office not to exceed three (3) years. Regardless of the length of term, terms shall end on June 30 of the final year of service, unless shorter due to other provisions of this resolution. A person appointed to serve as an Academy Board member may be reappointed to serve additional terms. When an Academy Board member is appointed to complete the term of service of another Academy Board member, their service ends at the end of the previous Academy Board member's term.

If the Board of Trustees determines that an Academy Board member's service in office is no longer required, then the Board of Trustees may remove an Academy board member with or without cause and shall specify the date when the Academy Board member's service ends. An Academy Board member may be removed from office by a two-thirds (2/3) vote of the Academy's Board for cause.

5. **Resignations:** A member of the Academy Board may resign from office by submitting a written resignation or by notifying the Director. The resignation is effective upon receipt by the Director, unless a later date is specified in the resignation. A written notice of resignation is not required. If no such written notification is provided, then the Director shall confirm a resignation in writing. The resignation shall be effective upon the date the Director sends confirmation to the resigning Academy Board member.
6. **Vacancy:** An Academy Board position shall be considered vacant when an Academy Board member:
- a. Resigns
 - b. Dies
 - c. Is removed from Office
 - d. Is convicted of a felony
 - e. Ceases to be qualified
 - f. Is incapacitated
7. **Filling a Vacancy:** The Academy Board may nominate and the Director shall recommend or temporarily appoint persons to fill a vacancy as outlined in the "Subsequent Appointments" and "Exigent Appointments" procedures in this resolution.
8. **Number of Academy Board Member Positions:** The number of member positions of the Academy Board of Directors shall be five (5), seven (7) or nine (9), as determined from time to time by the Academy Board.
9. **Quorum:** In order to legally transact business the Academy Board shall have a quorum physically present at a duly called meeting of the Academy Board. A "quorum" shall be defined as follows:

# of Academy Board positions	# required for Quorum
Five (5)	Three (3)
Seven (7)	Four (4)
Nine (9)	Five (5)

10. **Manner of Acting:** The Academy Board shall be considered to have "acted," when a duly called meeting of the Academy Board has a quorum present and the number of board members voting in favor of an action is as follows:

# of Academy Board positions	# for Quorum	# required to act
Five (5)	Three (3)	Three (3)
Seven (7)	Four (4)	Four (4)
Nine (9)	Five (5)	Five (5)

ARTICLE VIII

No part of the net earnings of the corporation shall inure to the benefit of or be distributable to its directors, board, officers or other private persons, or organization organized and operated for a profit (except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in the furtherance of the purposes set forth in Article II hereof). Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activities not permitted to be carried on by a governmental entity exempt from Federal Income Tax under Section 115 of the IRC, or comparable provisions of any successor law.

To the extent permitted by law, upon the dissolution of the corporation, the board shall after paying or making provision for the payment of all of the liabilities of the corporation, dispose of all of the assets of the corporation to the Board of Trustees for forwarding to the State School Aid Fund established under Article IX, Section 11 of the Constitution of the State of Michigan of 1963, as amended.

ARTICLE IX

The corporation and its incorporators, board members, officers, employees, and volunteers have governmental immunity as provided in Section 7 of Act No. 170 of the Public Acts of 1964, being Sections 691.1407 of the Michigan Compiled Laws.

ARTICLE X

These Articles of Incorporation shall not be amended except by the process provided in the contract executed by the Academy Board and the Board of Trustees.

ARTICLE XI

The Academy Board shall have all the powers and duties permitted by law to manage the

business, property and affairs of the corporation.

ARTICLE XII

A volunteer director is not personally liable to the corporation or its members for money damages for any action taken or any failure to take any action as a volunteer officer, except liability for any of the following:

- (i) A breach of the director's or officer's duty of loyalty to the corporation, its shareholders, or its members.
- (ii) Acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law.
- (iii) A violation of Section 551(1).
- (iv) A transaction from which the director or officer derived an improper personal benefit.
- (v) An act or omission occurring before the effective date of the provision granting limited liability.
- (vi) An act or omission that is grossly negligent.

If the corporation obtains tax exempt status under section 501(c)(3) of the internal revenue code, the corporation assumes all liability to any person other than the corporation for all acts or omissions of a volunteer director occurring on or after the filing of the Articles incurred in the good faith performance of the volunteer director's duties.

This article shall not be deemed a relinquishment or waiver of any kind of Section 7 of the Government Liability for Negligence Act, being Act No. 170, Public Acts of Michigan, 1964.

ARTICLE XIII

The corporation assumes the liability for all acts or omissions of a volunteer director, volunteer officer, or other volunteer if all of the following are met:

- (i) The volunteer was acting or reasonably believed he or she was acting within the scope of his or her authority;
- (ii) The volunteer was acting in good faith;
- (iii) The volunteer's conduct did not amount to gross negligence or willful and wanton misconduct;

- (iv) The volunteer's conduct was not an intentional tort; and
- (v) The volunteer's conduct was not a tort arising out of the ownership, maintenance or use of a motor vehicle for which tort liability may be imposed under section 3135 of the insurance code of 1956, 1956 PA 218, MCL 500.3135.

This article shall not be deemed a relinquishment or waiver of any kind of Section 7 of the Governmental Liability for Negligence Act, being Act No. 170, Public Acts of Michigan, 1964.

ARTICLE XIV

The officers of the Academy Board shall be a President, Vice-President, Secretary and a Treasurer, each of whom shall be selected by the Board of Directors. The Academy Board may select one or more Assistants to the officers, and may also appoint such other officers and agents as they may deem necessary for the transaction of the business of the corporation.

ARTICLE XV

The Articles of Incorporation shall become effective upon filing. However, the corporation shall not carry out the purposes set forth in Article II unless/or until the Board of Trustees issues to the Academy Board a contract to operate as a public school academy, and the contract is executed by both the Academy Board and the Board of Trustees.

I, the incorporator, sign my name this 29th day of May, 2015.



Douglas J. McNeill

SCHEDULE 3

BYLAWS

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OF
KALAMAZOO COVENANT ACADEMY

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BYLAWS
OF
KALAMAZOO COVENANT ACADEMY

ARTICLE I

This organization shall be called Kalamazoo Covenant Academy (The "Academy" or the "corporation").

ARTICLE II

FORM OF ACADEMY

The Academy is organized as a non-profit, non-stock, directorship corporation.

ARTICLE III

OFFICES

Section 1. Principal Office. The principle office of the Academy shall be located in the State of Michigan.

Section 2. Registered Office. The registered office of the Academy shall be 250 Washington Avenue, Grand Haven, Michigan, 49417.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. General Powers. The business, property and affairs of the Academy shall be managed by the Academy Board of Directors ("Academy Board"). The Academy Board may exercise any and all of the powers granted to it under the Michigan Nonprofit Corporation Act or pursuant to Part 6A of the Revised School code ("Code"). The Academy Board may delegate said powers to the officers and committees of the Academy Board as it deems appropriate or necessary, as long as such delegation is consistent with the Articles, these Bylaws, the Contract and Applicable Law.

Section 2. Method of Selection and Appointment. Nomination and appointment to the Academy Board shall be handled in the following manner:

1. Method of Selection and Appointment of Academy Board Members:

- a. Initial Academy Board Member Nominations and Appointments: As part of the public school academy application, the public school academy applicant shall propose to the Director of the University Charter Schools Office ("Director"), the names of proposed individuals to serve on the initial board of directors of the proposed public school academy. When the Director recommends an initial contract for approval to the Grand Valley State University Board of Trustees ("Board of Trustees"), he/she shall include recommendations for initial Academy Board members. These recommendations may, but are not required to, include individuals proposed by the public school academy applicant. To be considered for the appointment, the nominees must have completed the required board member Questionnaire prescribed by the University Charter Schools office; and (ii) the criminal Background Check Report prescribed by the University Charter Schools Office.
- b. Subsequent Academy Board Member Nominations and Appointments: Except as provided in paragraph (2) below, the Academy Board may nominate individuals for subsequent Academy Board of Director positions. As part of the appointment process, the Academy Board may submit to the Director: (i) the name of the nominee; (ii) the board member candidate application materials identified in paragraph (a) above; and (iii) a copy of the Academy Board nominating resolution. The Director may or may not recommend a nominee submitted by the Academy Board. If the Director does not recommend a nominee submitted by the Academy Board, the Director shall select a nominee and forward that recommendation to the Board of Trustees for appointment. The board of Trustees shall have the sole and exclusive right to appoint members to the Academy Board.
- c. Exigent Appointments: When the Director determines an "exigent condition" exists which requires him/her to make an appointment to a public school academy's board of director, the Director, with University President approval, may immediately appoint a person to serve as a public school academy board member for the time specified, but not longer than the next meeting made by the Board of Trustees. The Director shall make the appointment in writing and notify the public school academy's board of directors of the appointment. Exigent conditions include, but are not limited to when an Academy Board seat is vacant, determines that an Academy Board member's service is no longer required, when an Academy Board member is removed, when an Academy Board fails to fill a vacancy, or other reasons which would prohibit the Academy Board from taking action without such an appointment.

2. Qualifications of Academy Board Members: To be qualified to serve of the Academy Board, a person shall: (a) be a citizen of the United States; (b) reside in the State of Michigan; (c)

submit all materials requested by the GVSU Charter Schools Office including, but not limited to, a GVSU Academy Board Member Questionnaire and a release for criminal history background check; (d) not be an employee of the Academy; (e) not be a director, officer, or employee of a company or other entity that contracts with the Academy; and (f) not be an employee or representative of GVSU or be a member of the Board of Trustees.

3. Oath / Acceptance of Office / Voting Rights: Following appointment by the Board of Trustees, Academy Board Appointees may begin their legal duties, including the right to vote, after they have signed an Acceptance of Public Office form and taken the Oath or Affirmation of Public Office administered by a member of the Academy Board, other public official or notary public.

4. Length of Term; Removal: An appointed Academy Board member is an "at will" board member who shall serve at the pleasure of the Board of Trustees for a term of office not to exceed three (3) years. Regardless of the length of term, terms shall end on June 30 of the final year of service, unless shorter due to other provisions of this resolution. A person appointed to serve as an Academy Board member may be reappointed to serve additional terms. When an Academy Board member is appointed to complete the term of service of another Academy Board member, their service ends at the end of the previous Academy Board member's term.

If the Board of Trustees determines that an Academy Board member's service in office is no longer required, then the Board of Trustees may remove an Academy Board member with or without cause and shall specify the date when the Academy Board member's service ends. An Academy Board member may be removed from the office by a two-thirds (2/3) vote of the Academy's Board for cause.

5. Resignations: A member of the Academy Board may resign from office by submitting a written resignation or by notifying the Director. The resignation is effective upon receipt by the Director, unless a later date is specified in the resignation. A written notice of resignation is not required. If no such written notification is provided, then the Director shall confirm a resignation in writing. The resignation shall be effective upon the date the Director sends confirmation to the resigning Academy Board member.

6. Vacancy: An Academy Board position shall be considered vacant when an Academy Board member:

- a. Resigns
- b. Dies
- c. Is removed from Office
- d. Is convicted of a felony
- e. Ceases to be qualified
- f. Is incapacitated

7. Filling a Vacancy: The Academy Board may nominate and the Director shall recommend or temporarily appoint persons to fill a vacancy as outlined in the "Subsequent Appointments" and "Exigent Appointments" procedures in this resolution.

8. Number of Academy Board Member Positions: The number of member positions of the Academy Board of Directors shall be five (5), seven (7), or nine (9), as determined from time to time by the Academy Board.
9. Quorum: In order to legally transact business the Academy Board shall have a quorum physically present at a duly called meeting of the Academy Board. A "quorum" shall be defined as follows:
- | # of Academy Board positions | # required for Quorum |
|------------------------------|-----------------------|
| Five (5) | Three (3) |
| Seven (7) | Four (4) |
| Nine (9) | Five (5) |
10. Manner of Acting: The Academy Board shall be considered to have "acted," when a duly called meeting of the Academy Board has a quorum present and the number of board members voting in favor of an action is as follows:

# of Academy Board positions	# for Quorum	# required to act
Five (5)	Three (3)	Three (3)
Seven (7)	Four (4)	Four (4)
Nine (9)	Five (5)	Five (5)

Section 3. Compensation. By resolution of the Academy Board, Directors may be paid their expenses, if any, of attendance at each meeting of the Academy Board, subject to the statutes regarding Contracts of Public Servants with Public Entities, Act No. 317 of the Public Standards of Conduct for Public Officers and Employees, Act No. 196 of the Public Acts of 1973, being Sections 15.341 to 15.348 of the Michigan Compiled Laws, and the statute concerning Incompatible Public Offices, Act No. 566 of the Public Acts of 1978, being Sections 15.181 to 15.185 of the Michigan Compiled Laws.

ARTICLE V

MEETINGS

Section 1. Regular Meetings. The Academy Board shall hold a regular meeting during the month of June each year. The meeting shall be held at such time and place as the Academy Board of Directors shall from time to time determine. The Academy Board may also provide, by resolution, the time and place, within the state of Michigan, for the holding of additional regular meetings. The Academy shall provide notice of all regular meetings as required by the Open Meetings Act.

Section 2. Special Meetings. Special meetings of the Academy Board may be called by or at the request of the President or any Academy Board Director. The person or persons authorized to call

special meetings of the Academy Board may fix the place within the state of Michigan for holding any special meeting of the Academy Board called by them, and, if no other place is fixed, the place of meeting shall be the principal business office of the corporation in the state of Michigan. The corporation shall provide notice of all special meetings as required by the Open Meetings Act.

Section 3. Notice; Waiver. The Academy Board must comply with the notice provisions of the Open Meetings Act. In addition, notice of any meeting shall be given to each Director stating the time and place of the meeting, delivered personally or mailed or sent by facsimile to each Director at the Director's business address. Any Director may waive notice of any meeting by written statement, or telecopy sent by the Director, signed before or after the holding of the meeting. The attendance of a Director at a meeting constitutes a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 4. Open Meetings Act. All meetings of the Academy Board, shall at all times be in compliance with the Open Meetings Act.

Section 5. Presumption of Assent. A director of the Academy Board who is present at a meeting of the Academy Board at which action on any corporate matters is taken shall be presumed to have assented to the action taken unless that Director's dissent shall be entered in the minutes of the meeting or unless that Director shall file a written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the corporation immediately after the adjournment of the meeting. This right to dissent shall not apply to a Director who voted in favor of such action.

ARTICLE VI

COMMITTEES

Section 1. Committees. The Academy Board, by resolution, may designate one or more committees, each committee to consist of one or more Directors selected by the Academy Board. As provided in the resolution as initially adopted, and as thereafter supplemented or amended by further resolution, the committees shall have such powers as delegated by the Academy Board, except (i) filling of the vacancies in the officers of the Academy Board or committees created pursuant to this Section; (ii) amending the Articles of Incorporation or Bylaws; or (iii) any action the Academy Board cannot lawfully delegate under the Articles, Bylaws or Applicable Law. All committee meetings shall at all times be in compliance with the Open Meetings Act. Each committee shall fix its own rules governing the conduct of its activities and shall make such reports the Academy Board of its activities as the Academy Board may request.

ARTICLE VII

OFFICERS OF THE BOARD

Section 1. Number. The officers of the Academy shall be a President, Vice-President, Secretary, Treasurer, and such Assistant officers as may be selected by the Academy Board.

Section 2. Election and Term of Office. The Academy Board shall elect the initial officers at its first duly noticed meeting. Thereafter, the Academy Board shall elect the officers annually as terms expire at the annual meeting of the Academy Board. If the election of officers is not held at that meeting, the election shall be held as soon thereafter as may be convenient. Each officer shall hold office while qualified or until the officers resigns or is removed in the manner provided in Article IV, Section 2.

Section 3. Removal. If the Grand Valley State University Board of Trustees determines that an Academy Board member's service in office is no longer required, then the Board of Trustees may remove an Academy board member with or without cause and shall specify the date when the Academy Board member's service ends. An Academy Board member may be removed from office by a two-thirds (2/3) vote of the Academy's Board for cause.

Section 4. Vacancies. A vacancy in any office shall be filled in accordance with Article IV, Section 2.

Section 5. President. The President of the Academy shall be a member of the Academy Board. The President of the corporation shall preside at all meetings of the Academy Board. If there is not a President, or if the President is absent, then the Vice-President shall preside. If the Vice-President is absent, then a temporary chair, chosen by the members of the Academy Board attending the meeting shall preside. The president shall be an ex-officio member of all standing committees and may be designated Chairperson of those committees by the Academy Board. The President shall, in general, perform all duties incident to the office of President of the Board as may be prescribed by the Board from time to time.

Section 6. Vice-President. The Vice-President of the Academy shall be a member of the Academy Board. In the absence of the President or in the event of the President's death, inability or refusal to act, the Vice-President shall perform the duties of President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice-President shall perform such other duties as from time to time may be assigned to the Vice-President by the President or the Academy Board.

Section 7. Secretary. The Secretary of the Academy shall be a member of the Academy Board. The Secretary shall perform, or cause to be performed, the following duties: (a) keep the minutes of the Academy Board meetings in one or more books provided that purpose; (b) see that all notices, including those notices required under the Open Meetings Act, are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporate records and of the seal of the corporation and see that the seal of the corporation is affixed to all authorized documents; (d) keep a register of the post office address of each Director; and (e) perform all duties incident to the office of Secretary and other duties assigned by the President or by the Academy Board.

Section 8. Treasurer. The Treasurer of the Academy shall be a member of the Academy Board. The Treasurer shall perform, or cause to be performed, the following duties: (a) keep charge and custody of and be responsible for all funds and securities of the corporation; (b) keep accurate books and records of corporate receipts and disbursements; (c) deposit all moneys and securities received by the

corporation in such banks, trust companies or other depositories as shall be selected by the Board; (d) complete all required corporate filings; (e) assure that the responsibilities of the fiscal agent of the corporation are properly carried out; and (f) in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the President or by the Academy Board.

Section 9. Assistants and Acting Officers. The Assistants to the officers, if any, selected by the Academy Board, shall perform such duties and have such authority as shall from time to time be delegated or assigned to them by the Secretary or Treasurer or by the Academy Board. The Academy Directors shall have the power to appoint any person to perform the duties of an officer whenever for any reason it is impractical for such officer to act personally. Such acting officer so appointed shall have the powers of and be subject to all restrictions upon the officer to whose office the acting officer is so appointed except as the Academy Board may by resolution otherwise determine.

Section 10. Salaries. Officers shall not receive a salary unless the salary has been specifically approved by the Academy Board, subject to the statute concerning Incompatible Public Offices, Act No. 566 of the Public Acts of 1978, being sections 15.181 to 15.185 of the Michigan Compiled Laws. Officers of the corporation who are Directors of the corporation may not be compensated for their services. They may, however, receive traveling and other expenses.

Section 11. Filling More Than One Office. Subject to the statute concerning Incompatible Public Offices, Act No. 566 of the Public Acts of 1978, being Sections 15.181 to 15.185 of the Michigan Compiled Laws, any two offices of the corporation except those of President and Vice-President may be held by the same person, but no officer shall execute, acknowledge or verify any instrument in more than one capacity.

ARTICLE VIII

CONTRACTS, LOANS, CHECKS AND DEPOSITS; SPECIAL CORPORATE ACTS

Section 1. Contracts. The Academy Board may authorize any officer or officers, agent or agents, to enter into any contract, to execute and deliver any instrument, or to acknowledge any instrument required by law to be acknowledged in the name of and on behalf of the corporation. Such authority may be general or confined to specific instances, but the appointment of any person other than an officer to acknowledge an instrument required by law to be acknowledged should be made by instrument in writing. When the Academy Board authorizes the execution of a contract or of any other instrument in the name of and on behalf of the corporation, without specifying the executing officers, the President or Vice-President, and the Secretary or Treasurer may execute the same and may affix the corporate seal there to. No contract into, by or on behalf of the Academy Board, shall in any way bind the University or impose any liability on the University, its trustees, officers, employees or agents.

Section 2. Loans. No loans shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Academy Board. Such authority may be general or confined to specific instances. No loan or advance to, or overdraft of funds by an officer or member of the Academy Board otherwise than in the ordinary and usual course of the business of the corporation, and on the ordinary and usual course of the business or security, shall be made or permitted. No loan entered into, by or on behalf of the Academy Board, shall in any way be considered a debt or obligation of Grand Valley State University or impose any liability on Grand Valley State University, its trustees, officers, employees, or agents.

Section 3. Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents, of the corporation and in such manner as shall from time to time be determined by resolution of the Academy Board.

Section 4. Deposits. All funds of the corporation not otherwise employed shall be deposited within three (3) business days after the receipt of the funds by the corporation in such banks, trust companies or other depositories as the Academy Board may select, provided that such financial institution is eligible to be a depository of surplus funds under section 1221 of the Revised School Code, being Section 380.1221 of the Michigan Compiled Laws.

Section 5. Voting of Securities Owned by this Corporation. Subject always to the specific directions of the Academy Board, any shares or other securities issued by another corporation and owned or controlled by this corporation may be voted at any meeting of security holders of such other corporation by the President of this corporation or by proxy appointed by Treasurer of this corporation or by proxy appointed by the Secretary or Treasurer. Such proxy or consent in respect to any shares or other securities issued by any other corporation and owned by this corporation shall be executed in the name of this corporation by the President, the Secretary or the Treasurer of this corporation without necessity of any authorization by the Academy Board, affixation of corporate seal or countersignature or attestation by another officer. Any person or persons designated in the manner above stated as the proxy or proxies of this corporation shall have full right, power, and authority to vote the shares or other securities issued by such other corporation and owned by this corporation the same as such shares or other securities might be voted by this corporation.

Section 6. Contracts Between Corporation and Related Persons. As required by Applicable Law, any Director, officer or employee of the Academy, who enters into a contract with the Academy, that meets the definition of contract under the statute on Contracts of Public Servants with Public Entities, Act No. 317 of the Public Acts of 1968, being sections 15.321 to 15.330 of the Michigan Compiled Laws, shall comply with the public disclosure requirement set forth in Section 3 of the statute.

ARTICLE IX

INDEMNIFICATION

Each person who is or was a member of the Academy Board, or a trustee, director, officer or member of a committee of the Academy and each person who serves or has served at the request of the Academy as a trustee, director, officer, partner, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise, shall be indemnified by the corporation to the fullest extent permitted by the corporation laws of the State of Michigan as they may be in effect from time to time. The corporation may purchase and maintain insurance on behalf of any such person against any liability asserted against and incurred by such person in any such capacity or arising out of his status as such, whether or not the corporation would have power to indemnify such person against such liability under the preceding sentence. The corporation may, to the extent authorized from time to time by the Board, grant rights to indemnification to any employee or agent of the corporation to the fullest extent provided under the laws of the State of Michigan as they may be in effect from time to time.

ARTICLE X

FISCAL YEAR, BUDGET AND UNIFORM BUDGETING AND ACCOUNTING

Section 1. Fiscal Year, Budget and Uniform Budgeting and Accounting. The fiscal year of the corporation shall begin on the first day of July in each year. The Board of Directors, subject to the oversight responsibilities of the University Board, shall have exclusive control of the budget. The board shall prepare and publish an annual budget in accordance with the Uniform Budgeting and Accounting Act, being Act 2 of the public laws of Michigan of 1968, as amended.

ARTICLE XI

SEAL

The Academy Board may provide a corporate seal, which shall be circular in form and shall have inscribed thereon the name of the corporation, the State of Michigan and the words "Corporate Seal" and "Public School Academy."

ARTICLE XII

AMENDMENTS

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by obtaining the affirmative vote of a majority of the Academy Board at any regular or special meeting of the Academy Board, if a notice setting forth the terms of the proposal has been given in accordance with the notice requirements for the special meetings. Upon arrival, the Academy Board shall forward the amendment to

the University Charter Schools Office. The amendment shall be automatically incorporated into Schedule 3 of the Contract upon receipt of the amendment by the University Charter Schools Office. The Academy Board is encouraged to submit proposed Bylaw changes to the Charter Schools Office, for review and comment, prior to adoption. If at any time the University identifies a provision in the Academy Board's Bylaws that violates or conflicts with applicable law or the Contract, it shall notify the Academy Board in writing and the Academy Board shall remedy the identified provision to be in concert with applicable law and the Contract.

CERTIFICATION

The Board certifies that these Bylaws were adopted as and for the Bylaws of a Michigan corporation in an open and public meeting, by the Academy Board on the 15th day of ~~May~~ July, 2015.

Thomas A. Band
Secretary

SCHEDULE 4

FISCAL AGENT AGREEMENT

SCHEDULE 4

FISCAL AGENT AGREEMENT

This Agreement is part of the Contract issued by the Grand Valley State University Board of Trustees ("University Board"), an authorizing body as defined by the Revised School Code, as amended (the "Code"), to Kalamazoo Covenant Academy ("Academy"), a public school academy.

Preliminary Recitals

WHEREAS, pursuant to the Code and the Contract, the University Board, as authorizing body, is the fiscal agent for the Academy, and

WHEREAS, the University Board is required by law to forward any State School Aid Payments received from the State of Michigan ("State") on behalf of the Academy to the Academy,

NOW, THEREFORE, in consideration of the premises set forth below, the parties agree to the following:

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

Section 1.01. Definitions. Unless otherwise provided, or unless the context requires otherwise, the following terms shall have the following definitions:

"Account" means an account established by the Academy for the receipt of State School Aid Payments at a bank, savings and loan association, or credit union which has not been deemed ineligible to be a depository of surplus funds under Section 6 of Act No. 105 of the Public Acts of 1855, being Section 21.146 of the Michigan Compiled Laws.

"Agreement" means this Fiscal Agent Agreement.

"Fiscal Agent" means the University Board or an officer or employee of Grand Valley State University as designated by the University Board.

"Other Funds" means any other public or private funds which the Academy receives and for which the University Board voluntarily agrees to receive and transfer to the Academy.

"State School Aid Payment" means any payment of money the Academy receives from the State School Aid Fund established pursuant to Article IX, Section 11 of the Michigan Constitution of 1963 or under the State School Aid Act of 1979, as amended.

"State" means the State of Michigan.

"State Treasurer" means the office responsible for issuing funds to urban high school academies for State School Aid Payments pursuant to the School Aid Act of 1979, as amended.

Section 1.02. Fiscal Agent Agreement Incorporated into Contract; Use of Contract Definitions. This Fiscal Agent Agreement shall be incorporated into and is part of the Contract issued by the University Board to the Academy. Terms defined in the Contract shall have the same meaning in this Agreement.

ARTICLE II

FISCAL AGENT DUTIES

Section 2.01. Receipt of State School Aid Payments and Other Funds. The University Board is the Fiscal Agent for the Academy for the limited purpose of receiving State School Aid Payments. By separate agreement, the University Board and the Academy may also agree that the University Board will receive Other Funds for transfer to the Academy. The Fiscal Agent will receive State School Aid Payments from the State, as provided in Section 3.02.

Section 2.02. Transfer to Academy. Except as provided in the Contract, the Fiscal Agent shall transfer all State School Aid Payments and all Other Funds received on behalf of the Academy to the Academy within three (3) business days of receipt or as otherwise required by the provisions of the State School Aid Act of 1979 or applicable State Board rules. The State School Aid Payments and all Other Funds shall be transferred into the Account designated by a resolution of the Board of Directors of the Academy and by a method of transfer acceptable to the Fiscal Agent.

Section 2.03. Limitation of Duties. The Fiscal Agent has no responsibilities or duties to verify the Academy's pupil membership count, as defined in the State School Aid Act of 1979, as amended, or to authorize, to approve or to determine the accuracy of the State Aid School Payments received on behalf of the Academy from the State Treasurer. The duties of the Fiscal Agent are limited to the receipt and transfer to the Academy of State School Aid Payments and Other Funds received by the Academy. The Fiscal Agent shall have no duty to monitor or approve expenditures made by the Academy Board.

Section 2.04. Academy Board Requests for Direct Intercept of State School Aid Payments. If the Academy Board directs that a portion of its State School Aid Payments be forwarded by the Fiscal Agent to a third party account for the payment of Academy debts and liabilities, the Academy shall submit to the University Charter Schools Office: (i) a copy of the Academy Board's resolution authorizing the direct intercept of State School Aid Payments; and (ii) a copy of a State School Aid Payment Agreement and Direction document that is in a form

and manner acceptable to the Fiscal Agent. No State Aid Payment Agreement and Direction document shall be effective until it is acknowledged by the University President.

ARTICLE III

STATE DUTIES

Section 3.01 Eligibility for State School Aid Payments. The State, through its Department of Education, has sole responsibility for determining the eligibility of the Academy to receive State School Aid Payments. The State, through its Department of Education, has sole responsibility for determining the amount of State School Aid Payments, if any, the Academy shall be entitled to receive.

Section 3.02. Method of Payment. Each State School Aid Payment for the Academy will be made to the Fiscal Agent by the State Treasurer by issuing a warrant and delivering the warrant to the Fiscal Agent by electronic funds transfer into an account specified by the Fiscal Agent, or by such other means deemed acceptable to the Fiscal Agent. The State shall make State School Aid Payments at the times specified in the State School Aid Act of 1979, as amended.

ARTICLE IV

ACADEMY DUTIES

Section 4.01. Compliance with State School Aid Act. In order to assure that funds are available for the education of pupils, an Academy shall comply with all applicable provisions of the State School Aid Act of 1979, as amended.

Section 4.02. Expenditure of Funds. The Academy may expend funds that it receives from the State School Aid Fund for any purpose permitted by the State School Aid Act of 1979 and may enter into contracts and agreements determined by the Academy as consistent with the purposes for which the funds were appropriated.

Section 4.03. Mid-Year Transfers. Funding for students transferring into or out of the Academy during the school year shall be in accordance with the State School Aid Act of 1979 or applicable State Board rules.

Section 4.04. Repayment of Overpayment. The Academy shall be directly responsible for reimbursing the State for any overpayments of State School Aid Payments. At its option, the State may reduce subsequent State School Aid Payments by the amount of the overpayment or may seek collection of the overpayment from the Academy.

Section 4.05. Deposit of Academy Funds. The Academy Board agrees to comply with Section 1221 of the Revised School Code, being MCL 380.1221, regarding the deposit of State School Aid Payments and Other Funds received by the Academy.

ARTICLE V

RECORDS AND REPORTS

Section 5.01. Records. The Fiscal Agent shall keep books of record and account of all transactions relating to the receipts, disbursements, allocations and application of the State School Aid Payments and Other Funds received, deposited or transferred for the benefit of the Academy, and these books shall be available for inspection at reasonable hours and under reasonable conditions by the Academy and the State.

Section 5.02. Reports. The Fiscal Agent shall prepare and send to the Academy within thirty (30) days of September 1, and annually thereafter, a written report dated as of August 31 summarizing all receipts, deposits and transfers made on behalf or for the benefit of the Academy during the period beginning on the latter of the date hereof or the date of the last such written report and ending on the date of the report, including without limitation, State School Aid Payments received on behalf of the Academy from the State Treasurer and any Other Funds which the University Board receives under this Agreement.

ARTICLE VI

CONCERNING THE FISCAL AGENT

Section 6.01. Representations. The Fiscal Agent represents that it has all necessary power and authority to enter into this Agreement and undertake the obligations and responsibilities imposed upon it in this Agreement and that it will carry out all of its obligations under this Agreement.

Section 6.02. Limitation of Liability. The liability of the Fiscal Agent to transfer funds to the Academy shall be limited to the amount of State School Aid Payments as are from time to time delivered by the State and the amount of Other Funds as delivered by the source of those funds.

The Fiscal Agent shall not be liable for any action taken or neglected to be taken by it in good faith in any exercise of reasonable care and believed by it to be within the discretion or power conferred upon it by this Agreement, nor shall the Fiscal Agent be responsible for the consequences of any error of judgment; and the Fiscal Agent shall not be answerable except for its own action, neglect or default, nor for any loss unless the same shall have been through its gross negligence or willful default.

The Fiscal Agent shall not be liable for any deficiency in the State School Aid Payments received from the State Treasurer to which the Academy was properly entitled. The Fiscal Agent shall not be liable for any State School Aid overpayments made by the State Treasurer to the Academy for which the State subsequently seeks reimbursement.

Acknowledgment of Receipt

The undersigned, on behalf of the State of Michigan, Department of Treasury, acknowledges receipt of the foregoing Fiscal Agent Agreement that is part of the Contract issued by the University Board to the Academy.

BY: Mary G. Martin
Mary G. Martin, Director
Bureau of State and Authority Finance
Michigan Department of Treasury

Date: 7-15, 2015

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SCHEDULE 5

MASTER CALENDAR OF REPORTING REQUIREMENTS

**Public School Academy / School of Excellence
Master Calendar of Reporting Requirements
July 1, 2015 – June 30, 2016**

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
July 1	Board Adopted 2015-2016 School Calendar/School Day Schedule.	CSO
July 1	Board Adopted Annual Operating Budget for the General Fund and School Service Fund for 2015-2016.	CSO
July 1	Copy of Notice of Public Hearing for Annual Operating Budget for 2015-2016.	CSO
July 1	Copy of Parent Satisfaction Survey and Results from 2014-2015, if applicable.	CSO
July 24	DS-4168 Report of Days and Clock Hours of Pupil Instruction for 2014-2015 academic year, if applicable (See MDE website, www.michigan.gov/mde , for MDE due date and form).	CSO
August 3	Annual Organizational Meeting Minutes for 2015-2016.	CSO
August 3	Board Resolution appointing Chief Administrative Officer for 2015-2016.	CSO
August 3	Board Resolution appointing Freedom of Information Act Coordinator for 2015-2016.	CSO
August 3	Board Designated Legal Counsel for 2015-2016.	CSO
August 3	Board adopted Annual Calendar of Regularly Scheduled Meetings for 2015-2016.	CSO
August 20	Annual Education Report 2014-2015 academic year to be submitted and presented at a public meeting.	CSO
August 28	4 th Quarter Financial Statements – quarter ending 06/30.	CSO
September 4	Organizational Chart for 2015-2016.	CSO
September 4	Board approved Student Handbook 2015-2016.	CSO
September 4	Board approved Employee Handbook 2015-2016.	CSO
September 4	Copy of School Improvement Plan covering 2015-2016 academic year.	CSO
October 1	Completed PSA Insurance Questionnaires. Required forms available at www.gvsu.edu/cso	CSO
October 1	Annual Nonprofit Corporation Information Update for 2015.	CSO
October 8	Unaudited Count Day Submission.	CSO
October 12	Audited Financial Statements for fiscal year ending June 30, 2015. (See MDE Website, www.michigan.gov/mde , for MDE due date.	CSO
October 12	Management Letter (comments and recommendations from independent financial auditor) for fiscal year ending June 30, 2015, if issued. If a management letter is not issued, a letter from the Academy stating a management letter was not issued is required to be submitted.	CSO
October 12	Annual A-133 Single Audit for year ending June 30, 2015 is required if over \$500K in federal funds have been expended. If a single audit is not necessary, a letter from the Academy stating as such is required to be submitted.	CSO

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
October 12	DS-4898 PSA Preliminary Pupil Membership Count for September 2015 Enrollment and Attendance for 1 st & 2 nd Year PSAs and Academies who added grade levels. (See MDE website, www.michigan.gov/mde for MDE due date).	CSO
October 30	1 st Quarter Financial Statements – quarter ending 09/30.	CSO
December 1	Academy's Technology Plan covering 2015-2016 or annual updates thereto.	CSO
January 6	Modifications to ISD's Plan for the Delivery of Special Education Services covering 2015-2016 signed by a representative of the Academy.	CSO
January 29	2 nd Quarter Financial Statements – quarter ending 12/31.	CSO
January 29	Michigan Highly Qualified Teacher Verification Report. Required Form Available at www.gvsu.edu/cso .	CSO
February 18	Winter Count Day Submission.	CSO
March (TBD)	Anti-Bullying Policy, in accordance with Matt's Safe School Law (new schools).	CSO
April 25	3 rd Quarter Financial Statements – quarter ending 03/31.	CSO
May 13	Notice of Open Enrollment & Lottery Process or Open Enrollment & Lottery Process Board Policy for 2016-2017.	CSO
June 2	Certificate of Boiler Inspection covering years 2016-2017.	CSO
June 27	Board Approved Amended Budget for 2015-2016 fiscal year (or statement that budget has been reviewed and no amendment was needed).	CSO
June 27	2015-2016 Log of emergency drills, including date, time and results. Sample form available at www.gvsu.edu/cso .	CSO
June 27	Board adopted Letter of Engagement for year ending June 30, 2016 independent financial audit.	CSO
June 27	Food service license expiring 04/30/2017.	CSO

Ongoing Reporting Requirements July 1, 2015 – June 30, 2016

The following documents do not have a set calendar date; however, they require submission within a certain number of days from board action or other occurrence.

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
Date notice is posted	Academy Board Meeting Record of Postings – cancellations, changes, special meetings, emergency etc. Must include time and date of actual posting.	CSO
14 business days after Board meeting	Draft Academy Board Meeting Minutes and Resolutions of regular, special & emergency board meetings.	CSO
14 business days after Board approval	Approved Academy Board Meeting Minutes and Resolutions of regular, special & emergency board meetings.	CSO
30 business days after board approval	Board Adopted Annual Operating Budget for 2011-2012 including Salary/Compensation Transparency Reporting to be available on school website per the State School Aid Act as amended	No submission needed.
14 business days after Board approval	Oath of Office and written acceptance for each Board Member.	CSO
10 business days after Board approval	Board adopted <i>Amended</i> Budget and General Appropriations Resolution.	CSO
10 days of receipt	Correspondence received from the Michigan Department /State Board of Education requiring a formal response.	CSO
10 days of receipt	Correspondence received from the Health Department requiring a formal response.	CSO
10 days of receipt	Written notice of litigation or formal proceedings involving the Academy.	CSO
30 days prior to board execution	Board proposed draft Educational Management Company Agreements or Amendments thereto.	CSO
5 business days of receipt	Request and Responses to Freedom of Information Requests.	CSO

Original/Subsequent Board Policy Reporting Requirements July 1, 2015 – June 30, 2016

The following documents do not have a set calendar date; however, they require an original submission and subsequent submission if Board action is taken making amendments/changes.

REPORT DESCRIPTION	SUBMIT TO:
Articles of Incorporation. Must have GVSU Board approval before modifying.	CSO
Board of Director Bylaws.	CSO
Educational Service Provider Agreements/Amendments	CSO
Academy's Educational Goals.	CSO
Office of Fire Safety (OFS-40) – original occupancy permit and permits for renovations/additions, etc.	CSO
Lease, Deed of Premises or Rental Agreement and subsequent amendments (includes modular units).	CSO
Curriculum including any additions/deletions.	CSO
Asbestos Hazardous Emergency Response Act (AHERA) Management Plan. Visit www.michigan.gov/asbestos for Michigan's model management plan. A copy of the "acceptance" letter sent by MIOSHA is also required.	CSO
Communicable Disease Curriculum (including minutes of board approval).	CSO
Job Descriptions for all employee groups	CSO
REQUIRED BOARD POLICIES	
Board adopted Purchasing Policy (date of approval). Reference: MCL 380.1267, MCL 380.1274	CSO
Use of Medications Policy (date of approval). Reference: MCL 380.1178, 380.1178a, 380.1179	CSO
Harassment of Staff or Applicant Policy (date of approval). Harassment of Students Policy (date of approval) Reference: MCL 380.1300a	CSO
Search and Seizure Policy (date of approval). Reference: MCL 380.1306	CSO
Emergency Removal, Suspension and Expulsion of Students Policy (date of approval). Reference: MCL 380.1309; MCL 380.1312(8)&(9); MCL 37.1402	CSO
Parent/Guardian Review of Instructional Materials & Observation of Instructional Activity Policy Reference: MCL 380.1137	CSO
Board Member Reimbursement of Expenses Policy (date of approval). Reference: MCL 380.1254; MCL 388.1764b	CSO
Equal Access for Non-School Sponsored Student Clubs and Activities Policy (date of approval). Reference: MCL 380.1299	CSO
Electronic or Wireless Communication Devices Policy (date of approval).	CSO
Preparedness for Toxic Hazard and Asbestos Hazard Policy (date of approval). Reference: MCL 324.8316, 380.1256	CSO

Nondiscrimination and Access to Equal Educational Opportunity Policy (date of approval) Including, but not limited to, Michigan Constitution, Article I, §26, Elliott-Larsen Civil Rights Act, Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975.	CSO
Academy Deposit Policy (date of approval). PA 105 of 1855, being MCL 21.146, Section 11.10 of the Charter Contract	CSO
Parental Involvement Policy (date of approval). Reference: MCL 380.1294	CSO
Wellness Policy (date of approval). Reference: 42 USC §§ 1751, 1758, 1766; 42 USC § 1773	CSO
Corporal Punishment Policy (date of approval). Reference: MCL 380.1312(8)&(9);	CSO
Anti-Bullying Policy (Matt’s Safe School Law) (date of approval). Reference: MCL 380.1310b	CSO
Cardiac Emergency Response Plan (date of approval). Reference: MCL 29.19	CSO

Calendar of Additional Reporting Requirements and Critical Dates July 1, 2015 – June 30, 2016

The following reports Academies must submit to the local ISD, MDE, CEPI and other organizations throughout the year.

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
TBD	Student Count Day for State Aid F.T.E.	No submission required.
September	SE-4096 Special Education Actual Cost Report (Contact ISD for due date).	ISD
October	Eye Protection Certificate (#4527 Certification of Eye Protective Devices Electronic Grant System [MEGS] if applicable).	CEPI
October	Certification of Constitutionally Protected Prayer.	MDE
October	SE-4094 Transportation Expenditure Report (Contact ISD for due date).	ISD
October 1 – October 31 (as scheduled)	Teacher Certification/Criminal Background Check/Unprofessional Conduct. This is an onsite review scheduled and conducted by Quality Performance Resource Group. No submission required.	No submission needed.
Oct/Nov	Deadline for MEIS/Single Record Student Database (“SRSD”) electronic file (Contact the local ISD for due date.)	CEPI
November	Deadline for Immunization Records Report – IP100. (Contact Health Dept. for due date).	Local Health Dept.
November 14	Deadline for electronic submission to the Financial Information Database (FID, formerly known as the Form B). State aid will be withheld if the submission is not successful.	CEPI
Nov/Dec	Special Education Count on MI-CIS. Special education data must be current and updated in the Michigan Compliance and Information System (MI-CIS). This information is used to determine funding for next year (Contact local ISD for due date).	ISD
December 1 - December 31 (as scheduled)	Teacher Certification/Criminal Background Check/Unprofessional Conduct. This is an onsite review scheduled and conducted by Quality Performance Resource Group. No submission required.	No submission required.
Nov/Dec	Registry of Educational Personnel (REP) Submission.	CEPI
December 30	Municipal Finance Qualifying Statement, if applicable (online submission).	MI Dept of Treasury
Feb 1	Deadline for Immunization Record Report – IP100 (Contact Health Dept. for due date). A financial penalty of 5% of a school’s state aid allocation can be assessed if the immunization rate is not at 90% or above.	Local Health Dept.
TBD	Supplemental Student Count for State Aid F.T.E.	No submission required.
March	FS-4731-C – Count of Membership Pupils eligible for free/reduced breakfast, lunch or milk (official date TBD).	MDE
March	MEIS/Single Record Student Database (“SRSD”) electronic file	ISD, CEPI

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
	(Contact local ISD for due date.)	
May 1 – May 31 (as scheduled)	Teacher Certification/ Criminal Background Check/Unprofessional Conduct. This is an onsite review scheduled and conducted by Quality Performance Resource Group. No submission required.	No submission required.
June	MEIS/ Single Record Student Database (“SRSD”) electronic file (Contact local ISD for due date).	ISD, CEPI
June	Registry of Educational Personnel (REP).	CEPI
June	School Infrastructure Database (SID).	CEPI

SCHEDULE 6

**INFORMATION TO BE PROVIDED BY ACADEMY AND EDUCATIONAL
MANAGEMENT COMPANY**

SCHEDULE 6

INFORMATION TO BE PROVIDED BY ACADEMY AND EDUCATIONAL MANAGEMENT COMPANY

A. The following described categories of information are specifically included within those to be made available to the public and the University Charter Schools Office by the Academy in accordance with Section 11.17(a). Information to be Provided by the Academy, of the Terms and Conditions:

1. Copy of the Contract
2. Copies of the executed Constitutional Oath of public office form for each serving Director
3. List of currently serving Directors with name, address, and term of office
4. Copy of the Academy Board 's meeting calendar
5. Copy of public notice for all Academy Board meetings
6. Copy of Academy Board meeting agendas
7. Copy of Academy Board meeting minutes
8. Copy of Academy Board approved budget and amendments to the budget
9. List of bills paid for amounts of \$10,000.00 or more as submitted to the Academy Board
10. Copy of the quarterly financial reports submitted to the University Charter Schools Office
11. Copy of curriculum and other educational materials given to the University Charter Schools Office
12. Copy of School improvement plan (if required)
13. Copies of facility leases, mortgages, modular leases and/or deeds
14. Copies of equipment leases
15. Proof of ownership for Academy owned vehicles and portable buildings
16. Copy of Academy Board approved management contract with Educational Service Provider
17. Copy of Academy Board approved services contract(s)
18. Office of Fire Safety certificate of occupancy for all Academy facilities
19. MDE letter of continuous use (if required)
20. Local County Health Department food service permit (if required)

21. Asbestos inspection report and asbestos management plan (if required)
22. Boiler inspection certificate and lead based paint survey (if required)
23. Phase 1 environmental report (if required)
24. List of current Academy teachers and school administrators with their individual salaries as submitted to the Registry of Educational Personnel
25. Copies of administrator and teacher certificates or permits for all current administrative and teaching staff
26. Evidence of fingerprinting, criminal back-ground and record checks and unprofessional conduct check required by the Code for all Academy teachers and administrators
27. Academy Board approved policies
28. Copy of the annual financial audit and any management letters issued to the Academy Board as part of the audit
29. Proof of insurance as required by the Contract
30. Any other information specifically required under Public Act 277 of 2011

B. The following information is specifically included within the types of information available to the Academy by the Educational Management Organization (if any) in accordance with Section 11.17(b). Information to be provided by Educational Management Company, of the Terms and Conditions:

1. Any information needed by the Academy in order to comply with its obligations to disclose the information listed under (a) above.

SCHEDULE 7

ACADEMY SPECIFIC INFORMATION & EDUCATIONAL PROGRAM

SCHEDULE 7-1

EDUCATIONAL GOALS AND PROGRAMS

SCHEDULE 7-1

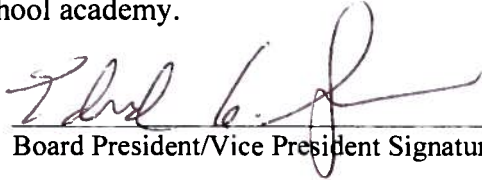
EDUCATIONAL GOALS

Standard #1: A majority of all pupils enrolled at the public school academy will meet or exceed Level 4 on the ACT WorkKeys Applied Mathematics, Locating Information, and Reading assessments.

Standard #2: The public school academy will meet or exceed its select peer district's four-year adjusted cohort graduation rate. A select peer district is the school district Grand Valley State University identifies as a reasonable comparison district for the public school academy.

Standard #3: The public school academy will meet or exceed its select peer district's annual percent daily attendance for all grades as recorded by the MDE. A select peer district is the school district Grand Valley State University identifies as a reasonable comparison district for the public school academy.

Date: July 13, 2015


Board President/Vice President Signature

Secretary's Certification:

I certify that the foregoing resolution was duly adopted by the Academy Board of Directors at a properly noticed open meeting held on the 13th day of July, 2015, at which a quorum was present.


Board Secretary

SCHEDULE 7-2

CURRICULUM



Kalamazoo Covenant Academy
[400 W. Crosstown Parkway, Kalamazoo,
MI 49001]

High School Curriculum Guide
(2015-2018)

Curriculum Summary

The Kalamazoo Covenant Academy Development Team has developed a blended learning curriculum that addresses the individualized learning needs of at-risk students. The flexible school schedule is designed for the students to pursue their high school diploma and their need for strong communication and relationship skills necessary for the world of work and a successful life. The proposed Academy will operate under the name Kalamazoo Covenant Academy in the city of Kalamazoo.

Students will earn credits toward a high school diploma by participating in both face-to-face and online learning. The coursework will be completed using an anywhere, anytime and anyplace approach to online course delivery. Their learning will be strengthened by highly qualified certified teachers who will individualize and customize their instruction according to the needs of the students' Educational Development Plan. The mentors and pupil support staff will support the social, emotional, safety and well-being of the students.

Kalamazoo Covenant Academy has selected the course provider, Edgenuity, which combines the stability of an established company with the fast-paced, nimble culture of a startup. The award-winning curriculum has helped more than one million students succeed and is used in schools in all 50 states to improve the quality and equity of education. Edgenuity permits pre-assessments so students are given credit for concepts and skills they already have, with the support of the academic team, to add prerequisite lessons or advanced to the next lesson or course.

Mission Statement

The Kalamazoo Covenant Academy provides high school dropouts and at-risk youth in our communities with new opportunities to earn a high school diploma, improve their life skills and the academic foundation to continue on to higher education or post-secondary skills training. Aided with a compassionate and caring staff, the schools prevent poverty, underachievement and homelessness while offering hope, encouragement and a better chance for future success.

Vision Statement

Kalamazoo Covenant Academy is committed to providing Excellence in Education for all students. The school will design programs and learning experiences that promote academic achievement and the personal and social growth of every student. As a richly diverse community of learners that values all its members, the school will assume a central role in the community by linking parents, local agencies and businesses to the school.

Kalamazoo Covenant Academy will provide a safe and productive learning environment in which students can communicate effectively, think critically, solve problems and are technologically literate through a variety of activities. Through a challenging course of study with high standards, students will become responsible learners who can not only work collaboratively, but also be accountable for their own academic and developmental progress. Kalamazoo Covenant Academy students' will graduate as lifelong learners who will make valuable contributions to society. Through the collaboration of school, home and community, every graduate be well prepared for the demands of the 21st century.

Kalamazoo Covenant Academy mission is to engage, motivate, and provide youth with a positive environment, focusing on academic achievement and life skills that will inspire students to become productive individuals in a global society.

Postsecondary (Dual) Enrollment

The Postsecondary Enrollment Options Act and the Career and Technical Preparation Act encourage and enable qualified students to enroll in courses or programs in certain postsecondary institutions such as state universities, community colleges or non-profit, degree granting colleges or universities located within Michigan. Through this program, students may elect to take college level courses that could satisfy both high school and college credit requirements. Available subject areas and criteria for entrance are determined by participating universities. To qualify for payment of tuition and fees for dual enrollment, all of the following conditions must be met:

- The student must be a junior or senior and must not have completed all graduation requirements
- The student must achieve a qualifying score on the Michigan Merit Exam
- The college course cannot be offered by Kalamazoo Covenant Academy
- The college course must be an academic course
- A minimum of 50% of the college classes must take place during the months of August- June
- the student must successfully complete college with a minimum grade of C.

Special Education

Kalamazoo Covenant Academy, offers a full complement of services for students with disabilities. These may include evaluation, eligibility, programs, related services (i.e. speech/social work, etc.), and specialized transportation and transition services. The Individuals with Disabilities Act (IDEA) outlines the legal guidelines for procedures involving programs and

services for eligible students from birth to 26 years of age. Child Find is a component of IDEA that requires states to identify, locate, and evaluate all children with disabilities, aged birth to 26, who are in need of early intervention or special education services.

Students will receive educational services in the Resource Room and the general education classroom. The following interventions will be required:

Special Education services for the impairment will be delivered in the Resource Room as determined by the IEP;

- Special Education students will receive services in the general education classes that are not inclusive of the IEP;
- Special Education students will be encouraged to participate in school activities and events;
- Collaboration between the Special Education and General Education Teacher, as applicable;
- Special Education Teachers will receive progress for the IEP goals from the Special Education Teachers and the general education teachers;
- Disciplinary issues will include counseling and in-house suspension, as applicable;
- Chronic discipline problems will require a Behavior Intervention Plan;
- The attendance for education students will be monitored to ensure success with the student's education goals;
- Documentation of accommodations and modifications at the classroom level
- Special Education Teacher certification with a content area endorsement
- Professional Development as supported by the ISD and other local area training

Online Addendum

The Academy will comply with the requirements of MCL 380.552(20). The Academy will submit a report to the MDE, in a form or manner prescribed by the MDE, that reports the number of pupils enrolled in an online or distance learning program during the immediately preceding month.

Graduation

The educational model for Kalamazoo Covenant Academy serves students 16-22 years of age and offers a high school diploma upon meeting the academies' graduation requirements. Typically, all of the students have entered the ninth grade at a previous school or schools and have since dropped out. The profiles of the students entering the Kalamazoo Covenant Academy

range from students with ninth grade through senior credits, ages 16-22, and all with various ability levels.

Graduation Requirements

The standards are outlined in the Common Core and High School Content Expectations (HSCE). The subject areas of English Language Arts, Science, Social Studies, Math, World Language, Arts, and Physical Education/Wellness will be taught by highly qualified, master teachers. In a traditional school, topics within a discipline are assigned to a course title such as “English” or “Biology.” In the proposed school, courses may be organized in different ways to accommodate the needs of the students and their progress in meeting the standards. Although students may be primarily grouped by age into grades 9-12, the movement of students through the curriculum will be based strictly on their individual progress.

Michigan Merit Curriculum

MMC Mathematics-4cr	MMC Science-3cr	MMC Social Studies-3cr	MMC English Language Arts-4cr
Algebra I	Biology	US History and Geography	ELA 9
Geometry	Physics or Chemistry	World History and Geography	ELA 10
Algebra II	Environmental Science	.5 credit in Civics	ELA 11
Personal Finance or Business Accounting		.5 credit in Economics	ELA 12

MMC Physical Education and Health-1 credit	*MMC Online Learning Experience-1 credit	**MMC Language other than English-2 credits
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*The Michigan Merit Curriculum guidelines for online learning require that students:

- Take an online course, or
- Participate in an online experience, or
- Participate in online experiences incorporated into each of the required credit courses of the Michigan Merit Curriculum.

Kalamazoo Covenant Academy's blended learning model incorporates online learning experience in each of the required credit courses of the Michigan Merit Curriculum through the researched based, online delivery course curriculum Edgenuity.

****Applies to the graduating class of 2016 and beyond**

Class Standing According to Credits Earned in the Core Areas

Class Standing	Grade Level	Credits Earned Range
Freshman	Ninth (9)	0-4
Sophomore	Tenth (10)	4.5-9.5
Junior	Eleventh (11)	10-14.5
Senior	Twelfth (12)	15-18

Blended Learning

The curriculum will be delivered through a blended learning model. The students will have the option of taking courses in an online electronic delivery format via Edgenuity with certified teachers available to assist with the teaching and learning process or taking courses in the traditional instructional setting with certified and highly qualified teachers.

Testing

Michigan Merit Exam (Grades 11 and 12, based on credits earned by credits): Students must complete the State of Michigan High School Michigan Merit Exam (MME) in order to comply with the District's requirements for graduation. The MME is comprised of the ACT plus Writing, the ACT Work Keys, and the MME. Students must take all portions as directed the State Department of Education to comply with this requirement. By participating, students meet one of the requirements for eligibility for the Michigan Promise Scholarship. The exams will be administered during the school day, within a testing window of dates designated by the State Department of Education.

SAT (Grades 11 and 12, based on credits earned): The SAT is required by most Michigan four-year colleges and universities. It measures student achievement in English, Math, Reading and Science reasoning. It is recommended that juniors take the SAT in December with an additional opportunity to test at no charge when they take the SAT/MME in March. Seniors may want to retest in October to try to improve a previous score. The ACT and SAT are given on Saturdays several times during the school year

NWEA (9-12 by credits): The Northwest Evaluation Assessment, that measures student growth and achievement in the areas of reading and math. The test is administered on a quarterly basis for a total of 4 times per year.

Course Offerings

Kalamazoo Covenant Academy Curriculum (Edgenuity)

Course Overview and Syllabus

Common Core Algebra I

Course Number: MA2003CC

Grade level: 9

Credits: 1.0

Prerequisite Courses: Common Core Mathematics 8

Course Description

This course begins with a brief review of what students should already know about linear equations, with a focus on analyzing and explaining the process of solving equations. Students develop a strong foundation in working with linear equations in all forms, extending solution techniques to simple equations with exponents. Students explore functions, including notation, domain and range, multiple representations, and modeling. Through the comparison of linear and exponential functions, students contrast the concepts of additive and multiplicative change. Students then apply what they have learned to linear models of data, analyzing scatter plots and using lines of best fit to apply regression techniques. The course closes with an exploration of rational exponents, quadratic and exponential expressions, and an introduction to non-linear functions, with a heavy emphasis on quadratics.

Course Objectives

Throughout the course, you will meet the following goals:

- Analyze and interpret the structure of expressions and write expressions in equivalent forms to solve problems
- Communicate effectively using graphic, numeric, symbolic, and verbal representations
- Recognize the graph of given data as being linear, quadratic, or exponential
- Solve equations and inequalities in one variable and represent and solve equations and inequalities graphically
- Create and solve equations that describe numbers or relationships
- Model and solve problems with linear systems graphically

Student Expectations

This course requires the same level of commitment from you as a traditional classroom course would. Throughout the course, you are expected to spend approximately 5–7 hours per week online on the following activities:

- Interactive lessons that include a mixture of instructional videos and tasks
- Assignments in which you apply and extend learning in each lesson
- Assessments including quizzes, tests, and cumulative exams

Common Core Algebra II

Course Number: MA1103CC

Grade level: 11

Credits: 1.0

Prerequisite Courses: Common Core Geometry

Course Description

This course focuses on the four critical areas of the Common Core model pathway for Algebra II: functions, polynomials, periodic phenomenon, and collecting and analyzing data. The course begins with a review of linear and quadratic functions to solidify a foundation for learning these new functions. Students will make connections between verbal, numeric, algebraic, and graphical representations of functions, and apply this knowledge as they create equations and inequalities that can be used to model and solve mathematical and real world problems. As students refine and expand their algebraic skills, they draw analogies between the operations and field properties of real numbers and those of complex numbers and algebraic expressions.

Course Objectives

Throughout the course, you will meet the following goals:

- Analyze and interpret the structure of expressions and write expressions in equivalent forms to solve problems
- Communicate effectively using graphic, numeric, symbolic, and verbal representations
- Demonstrate an understanding of the relationship between factors of polynomials through problem solving.
- Solve equations and inequalities in one variable and represent and solve equations and inequalities graphically
- Graph inverse and rational functions solve exponential and logarithmic functions
- Create and solve equations that describe numbers or relationships
- Use probability to analyze and assisting in making decisions.

Student Expectations

This course requires the same level of commitment from you as a traditional classroom course would. Throughout the course, you are expected to spend approximately 5–7 hours per week online on the following activities:

- Interactive lessons that include a mixture of instructional videos and tasks
- Assignments in which you apply and extend learning in each lesson
- Assessments including quizzes, tests, and cumulative exams

Common Core Geometry

Course Number: MA2004

Grade level: 9–12

Prerequisite Courses: Common Core Algebra I

Credits: 1.0

Course Description

This course formalizes what students have learned about geometry in the middle grades, with a focus on reasoning and making mathematical arguments. Mathematical reasoning is introduced with a study of triangle congruency, including exposure to formal proofs, and geometric constructions. Then students extend what they have learned to other essential triangle concepts, including similarity, right triangle trigonometry, and the Laws of Sines and Cosines. Moving on to other shapes, students justify and derive various formulas for circumference, area, and volume, as well as cross-sections of solids and rotations of twodimensional objects. Students then make important connections between geometry and algebra, including special triangles, slopes of parallel and perpendicular lines, and parabolas in the coordinate plane, before delving into an in-depth investigation of the geometry of circles. The course closes with a study of set theory and probability, as students apply theoretical and experimental probability to make decisions informed by data analysis.

Course Objectives

Throughout the course, you will meet the following goals:

- Define trigonometric ratios and solve problems involving right triangles
- Understand similarity in terms of similarity transformations and prove theorems involving similarity.
- Define trigonometric ratios, apply trigonometry to general triangles and solve problems involving right triangles
- Visualize relationships between two-dimensional and three-dimensional objects
- Recognize and explain the concepts of conditional probability and independence

- Apply knowledge of geometric concepts in modeling situations
- Translate between the geometric description and the equation for a conic section

Student Expectations

This course requires the same level of commitment from you as a traditional classroom course would. Throughout the course, you are expected to spend approximately 5–7 hours per week online on the following activities:

- Interactive lessons that include a mixture of instructional videos and tasks
- Assignments in which you apply and extend learning in each lesson
- Assessments, including quizzes, tests, and cumulative exams

Financial Math

Course Number: MA2007

Grade level: 9–12

Prerequisite Courses: None

Credits: 1.0

Course Description

Connecting practical mathematical concepts to personal and business settings, this course offers informative and highly useful lessons that challenge students to gain a deeper understanding of financial math. Relevant, project-based learning activities cover stimulating topics such as personal financial planning, budgeting and wise spending, banking, paying taxes, the importance of insurance, long-term investing, buying a house, consumer loans, economic principles, traveling abroad, starting a business, and analyzing business data. Offered as a two-semester course for high school students, this course encourages mastery of math skill sets, including percentages, proportions, data analysis, linear systems, and exponential functions.

Course Objectives

Throughout the course, you will meet the following goals:

- Apply the basics of personal finance to real-world situations
- Understand the rules and regulations of federal and state taxes
- Use statistics to make data-based financial decisions
- Understand economics from a global and small-business standpoint
- Distinguish between various forms of debt and credit, and analyze each
- Calculate return on various forms of investments

Student Expectations

This course requires the same level of commitment from you as a traditional classroom course would. Throughout the course, you are expected to spend approximately 5–7 hours per week online on the following activities:

- Interactive lessons that include a mixture of instructional videos and tasks
- Assignments in which you apply and extend learning in each lesson
- Assessments, including quizzes, tests, and cumulative exams

Biology

Course Number: SC1115

Grade level: 9–10

Credits: 1.0

Prerequisite Courses: None

Course Description

A compelling two-semester course, SC1115 engages students in the study of life and living organisms and examines biology and biochemistry in the real world. This is a two-semester course that encompasses traditional concepts in biology and encourages exploration of new discoveries in this field of science. The components include biochemistry, cell biology, heredity and reproduction, the evolution of life, classification and the first four kingdoms, plant and animal kingdoms, human body systems, and ecology.

Course Objectives

Throughout the course, you will meet the following goals:

- Understand the relationships among living organisms
- Describe the functions and processes that control cellular activities
- Trace the discoveries and scientific thought that increase the application of new technology in the field of DNA and genetics
- Examine the taxonomy that organizes all organisms
- Recognize the structures and functions of systems of the human body
- Relate the interdependence of ecosystems and propose solutions to issues impacting the environment

Student Expectations

This course requires the same level of commitment from you as a traditional classroom course would. Throughout the course, you are expected to spend approximately 5–7 hours per week online on the following activities:

- Interactive lessons that include a mixture of instructional videos and tasks
- Assignments in which you apply and extend learning in each lesson
- Assessments including quizzes, tests, and cumulative exams

Chemistry

Course Number: SC1116

Grade level: 10–11

Credits: 1.0

Prerequisite Courses: None

Course Description

A fascinating look into the composition, structure, and reactions of matter, SC1116 encourages high school students to study of the composition, properties, changes to, and interactions of matter. Over the course of two semesters, students engage in lessons that unlock the mysteries of the elements that make up our planet, covering subject such as atomic structures, the periodic table, and chemical bonding. Compelling course content challenges students and inspires further inquiry into more advanced levels of chemistry.

Course Objectives

Throughout the course, you will meet the following goals:

- Trace the development of the atomic theory
- Understand the composition and properties of matter and the changes that matter goes
- Examine the relationship between the elements on the periodic table
- Describe chemical reactions, interactions, and cause-effect relationships in real-world Applications
- Apply critical thinking, reasoning, and decision making skills to solve problems involving Chemistry
- Understand and appreciate how chemistry affects daily life and society

Student Expectations

This course requires the same level of commitment from you as a traditional classroom course would. Throughout the course, you are expected to spend approximately 5–7 hours per week online on the following activities:

- Interactive lessons that include a mixture of instructional videos and tasks
- Assignments in which you apply and extend learning in each lesson
- Assessments including quizzes, tests, and cumulative exams

Physics

Course Number: SC1117

Grade level: 9–12

Prerequisite Courses: Chemistry, Algebra

Credits: 1.0

Course Description

Combining scientific inquiry with advanced mathematics, SC1117 is a stimulating, two-semester high school-level course that will challenge students to understand and explain how energy, matter, and motion are all related. Engaging lessons introduce theories and experiments and encourage students to develop the knowledge and understanding necessary to support conclusions with numerical results. Inspiring students to relate knowledge to real-world applications, the course connects basic principles to more complex ideas in many fascinating areas: thermal energy, vibrations and waves, light and refraction, sound, electricity, and magnetism.

Course Objectives

Throughout the course, you will meet the following goals:

- Apply mathematical formulas to show the relationships among position, velocity, acceleration, and time
- Depict the motion of an object using diagrams, graphs, and vectors
- Explain how energy is stored, conserved, and utilized
- Use mathematical relationships to calculate and apply Newton's Laws
- Examine the characteristics and behaviors of waves, sound, light, electricity, and magnets

Student Expectations

This course requires the same level of commitment from you as a traditional classroom course. Throughout the course, you are expected to spend approximately 5–7 hours per week online on:

- Interactive lessons that include a mixture of instructional videos and tasks
- Assignments in which you apply and extend learning in each lesson
- Assessments, including quizzes, tests, and cumulative exams

Environmental Science

Course Number: SC2028

Grade level: 10–12

Prerequisite Courses: None

Credits: 1.0

Course Description

Environmental science is a captivating and rapidly expanding field, and this two-semester course offers compelling lessons that cover many different aspects of the field: ecology, the biosphere, land, forests and soil, water, energy and resources, and societies and policy. Through unique activities and material, high school students connect scientific theory and concepts to current, real-world dilemmas, providing them with opportunities for mastery in each of the segments throughout the semester.

Course Objectives

Throughout the course, you will meet the following goals:

- ☐ Understand the interrelationships in the natural world
- ☐ Examine the natural cycles of energy flow and evaluate how human interaction affects these cycles
- ☐ Model real-world phenomena and determine possible consequences of specific actions
- ☐ Defend the best choices to protect the environment with changing trends in human demographics
- ☐ Interpret evidence and communicate scientifically about environmental conditions and hazards

Student Expectations

This course requires the same level of commitment from you as a traditional classroom course would. Throughout the course, you are expected to spend approximately 5–7 hours per week online on the following activities:

- Interactive lessons that include a mixture of instructional videos and tasks
- Assignments in which you apply and extend learning in each lesson
- Assessments, including quizzes, tests, and cumulative exams

Common Core English Language Arts 9

Course Number: SC1113

Grade level: 6–8

Credits: 1.0

Prerequisite Courses: None

Course Description

Students enrolled in this dynamic course will explore the scope of Earth sciences, covering everything from basic structure and rock formation to the incredible and volatile forces that have shaped and changed our planet. As climate change and energy conservation become increasingly more prevalent in the national discourse, it will be important for students to understand the concepts and causes of our changing Earth. Intended for middle school students, SC1113 is a two-semester course that will provide a solid foundation for understanding the physical characteristics that make the planet Earth unique and will examine how these characteristics differ among the planets of our solar system.

Course Objectives

Throughout the course, you will meet the following goals:

- Describe the formation, identification, and utilization of rocks and minerals
- Explain methods for measuring geological time
- Describe the landforms found on Earth and the factors that have caused them to change over time
- Discuss the importance, availability, and use of Earth's water supply
- Describe the use and conservation of resources
- Explain the impact of weather and climate on various regions of the earth
- Relate Earth to larger systems like the solar system, galaxies, and the universe

Student Expectations

This course requires the same level of commitment from you as a traditional classroom course would. Throughout the course, you are expected to spend approximately 5–7 hours per week online on the following activities:

- Interactive lessons that include a mixture of instructional videos and tasks
- Assignments in which you apply and extend learning in each lesson
- Assessments including quizzes, tests, and cumulative exams

Common Core English Language Arts 9

Course Number: ELA2064CC

Grade level: 9

Credits: 1.0

Prerequisite Courses: None

Course Description

This freshman English course provides rigorous training in reading, writing, listening, and speaking. Using the core foundation, the course expands on traditional concepts and applies them to modern 21st century demands. Through assigned reading, the course includes targeted lessons in techniques such as visualizing, making inferences and predictions, and recognizing organizational patterns in online and offline texts. In writing, students apply the writing process, evaluate essays, and learn to use MLA style and documentation. Interactive grammar lessons will strengthen students' grasp of language and improve writing skills.

Course Objectives

Throughout the course, you will meet the following goals:

- Read increasingly complex literature independently with fluency and comprehension
- Understand and analyze literature from various genres
- Communicate effectively through a variety of writing assignments
- Use research skills to access, interpret, and apply information from a variety of sources
- Apply 21st-century skills, which are essential for becoming critical and informed citizens
- Learn transferable vocabulary skills to help interpret unfamiliar words in various contexts
- Learn to use Standard English from a variety of grammar lessons

Student Expectations

This course requires the same level of commitment from you as a traditional classroom course would. Throughout the course, you are expected to spend approximately 5–7 hours per week online on the following activities:

- Interactive lessons that include a mixture of instructional videos and tasks
- Assignments in which you apply and extend learning in each lesson
- Assessments including quizzes, tests, and cumulative exams

Common Core English Language Arts 10

Course Number: ELA2065CC

Grade level: 10

Credits: 1.0

Prerequisite Courses: None

Course Description

Focused on application, this sophomore English course reinforces literary analysis and 21st-century skills with superb pieces of literature and literary nonfiction, application e-resources,

and educational interactives. Each thematic unit focuses on specific literary analysis skills and allows students to apply them to a range of genres and text structures. As these units meld modeling and application, they also expand on training in media literacy, 21st-century career skills, and the essentials of grammar and vocabulary. Under the guidance of the eWriting software, students will also compose descriptive, persuasive, expository, literary analyses, research, narrative, and compare-contrast essays.

Course Objectives

Throughout the course, you will meet the following goals:

- Read increasingly complex literature independently with fluency and comprehension
- Create multimedia projects that demonstrate an understanding of literary texts
- Communicate effectively through a variety of writing assignments
- Use research skills to access, interpret, and apply information from a variety of sources
- Analyze content presented in diverse formats to determine how various texts address similar themes/topic
- Apply 21st-century skills, which are essential for becoming critical and informed citizens
- Learn to use Standard English from a variety of grammar lessons

Student Expectations

This course requires the same level of commitment from you as a traditional classroom course would. Throughout the course, you are expected to spend approximately 5–7 hours per week online on the following activities:

- Interactive lessons that include a mixture of instructional videos and tasks
- Assignments in which you apply and extend learning in each lesson
- Assessments including quizzes, tests, and cumulative exams

Common Core English Language Arts 11

Course Number: ELA1093CC

Grade level: 11

Credits: 1.0

Prerequisite Courses: None

Course Description

Focusing on American literature, this junior-level English course takes students on a journey spanning from Native American origin myths to contemporary works. In an engaging course structure, students explore classic American literature in chronological order and within the context of literary eras. Over two semesters, students read and analyze canonical works from

authors such as Frederick Douglass, Edgar Allan Poe, Emily Dickinson, Walt Whitman, Nathaniel Hawthorne, Kate Chopin, F. Scott Fitzgerald, and Langston Hughes. In addition to the literature, the course also integrates communication, grammar, and writing lessons throughout to improve students' ability to discuss the readings in a scholarly setting.

Course Objectives

Throughout the course, you will meet the following goals:

- Demonstrate knowledge of foundational works of American literature
- Analyze seminal works of American literary nonfiction and evaluate their structure and Reasoning
- Analyze the impact of an author's choices regarding how to develop and relate elements of a text
- Demonstrate increasing sophistication in the six traits of writing
- Learn to use Standard English from a variety of grammar lessons

Student Expectations

This course requires the same level of commitment from you as a traditional classroom course would. Throughout the course, you are expected to spend approximately 5–7 hours per week online on the following activities:

- Interactive lessons that include a mixture of instructional videos and tasks
- Assignments in which you apply and extend learning in each lesson
- Assessments including quizzes, tests, and cumulative exams

Common Core English Language Arts 12

Course Number: ELA1094CC

Grade level: 12

Credits: 1.0

Prerequisite Courses: None

Course Description

This senior-level English course offers fascinating insight into British literary traditions spanning from Anglo-Saxon writing to the Modern Period. With interactive introductions and historical contexts, this two-semester course connects philosophical, political, religious, ethical, and social influences of each time period to the works of many notable authors, including Chaucer, William Shakespeare, Queen Elizabeth I, Elizabeth Barrett Browning, and Virginia Woolf. Adding an extra dimension to the British literary experience, this course also exposes students to world literature, including works from India, Europe, China, and Spain.

Course Objectives

Throughout the course, you will meet the following goals:

- Demonstrate knowledge of foundational works of British and world literature
- Analyze seminal pieces of British and world literary nonfiction and evaluate their structure and reasoning
- Analyze the impact of an author's word choice and how that author's voice and choice of words relates to elements of a text
- Learn communication skills necessary for real-world presentations and collaboration
- Create a variety of original compositions in response to persuasive, expository, and literary prompts
- Learn to use Standard English from a variety of grammar lessons

Student Expectations

This course requires the same level of commitment from you as a traditional classroom course would. Throughout the course, you are expected to spend approximately 5–7 hours per week online on the following activities:

- Interactive lessons that include a mixture of instructional videos and tasks
- Assignments in which you apply and extend learning in each lesson
- Assessments including quizzes, tests, and cumulative exams

Government

Course Number: SS1110

Grade level: 9–12

Credits: 1.0

Prerequisite Courses: None

Course Description

Providing students with the opportunity to learn about the historical events, philosophers, and topical issues that helped create the democratic foundations of this nation, SS1110 is an engaging course that will introduce high school students to the Founding Fathers and expose them to the ideas that shaped the nation. Over the course of two semesters, students will identify important political leaders and trace the development and organization of federal, state, and local government. In addition, students will explain the political process and analyze the United States' role as a global, political, and economic participant. The course specifically targets the philosophies and foundations of the United States government, the organization of the branches of government, government on a state and local level, and civil liberties and laws.

Full of timely and interesting content, this course will inspire students to be more informed citizens and equip them to understand how the United States compares economically and politically on a global scale.

Course Objectives

Throughout the course, you will meet the following goals:

- Understand the foundations of the United States government and the role of the Constitution in shaping American democracy
- Interpret the importance of the Constitution, the Bill of Rights, and other amendments in shaping government and civil liberties in the United States
- Identify the rights and responsibilities of citizens, political parties, government agencies, and elected offices at various levels of government in the United States
- Analyze the concept of checks and balances and identify and describe the roles of the Executive, Legislative, and Judicial branches within the United States government
- Compare and contrast different forms of government in countries throughout the world, including multi-party systems, dictatorships, democracies, and socialist and communist governments, and examine the rights of citizens in each
- Assess the role of government in defining different economic systems
- Investigate changes to civil liberties throughout American history and the role of the Judicial Branch in defining these changes

Student Expectations

This course requires the same level of commitment from you as a traditional classroom course would. Throughout the course, you are expected to spend approximately 5–7 hours per week online on the following activities:

- Interactive lessons that include a mixture of instructional videos and tasks
- Assignments in which you apply and extend learning in each lesson
- Assessments including quizzes, tests, and cumulative exams

Economics

Course Number: SS1111

Grade level: 9–12

Credits: 0.5

Prerequisite Courses: None

Course Description

Presenting timely and engaging content, SS1111 provides 12th-grade students with an understanding of the principles of economics. As they become familiar with how markets work, students interact with lessons to apply the key microeconomic concepts of supply and demand as well as the role of prices. This one-semester course targets important aspects of the world economy, including international trade and global economic challenges, and encourages students to apply the economic way of thinking to a variety of situations relevant to their everyday lives.

Course Objectives

Throughout the course, you will meet the following goals:

- Interpret graphs, market data, and vocabulary used by economists
- Compare and contrast economic systems, and describe how government, the factors of production and the principles of private ownership of property influence these systems
Understand how basic economic principles, including opportunity cost, specialization, and comparative advantage, affect markets and the production of goods and services. Analyze the relationship between supply and demand and the roles of consumers and producers in influencing markets and trends
- Examine the qualities of market systems, banking systems, and financial markets, and assess the causes of economic instabilities
- Explore the role of government and government agencies in the United States economy, and assess the arguments for and against government intervention in economic matters

Student Expectations

This course requires the same level of commitment from you as a traditional classroom course would. Throughout the course, you are expected to spend approximately 5–7 hours per week online on the following activities:

- Interactive lessons that include a mixture of instructional videos and tasks
- Assignments in which you apply and extend learning in each lesson
- Assessments including quizzes, tests, and cumulative exams

US History

Course Number: SS1109

Grade level: 9–12

Credits: 1.0

Prerequisite Courses: None

Course Description

Delving into the crucial political, social, economic, and cultural events that have shaped and enriched the history of the United States, SS1109 traces the experiences and effects of important historical and political figures from the early colonial era to the 21st century. Over the course of two semesters, high school students explore historical events, such as the Civil War, America's westward expansion, the Great Depression, World War I, World War II, and the Cold War, and determine how each event affected the nation.

Course Objectives

Throughout the course, you will meet the following goals:

- Describe the political development and history of the United States, including the influence of democratic ideals, the changing role of government, and the development of the modern two-party system, by analyzing the documents and decisions that have shaped American government
- Explore the evolution of American culture and society from the colonial era to the present, including the effects of advancement in technology
- Describe the role of immigration and migration in the development of the nation, and identify common push and pull factors affecting these trends in United States history
- Identify and assess the nature of conflicts within United States history, including the Revolutionary War and the Civil War, and global conflicts such as World War I, World War II, Vietnam, and the Cold War
- Compare and contrast political, economic, and social developments in United States history, including those occurring during Colonialism, Westward Expansion, Sectionalism and the Civil War Era, the Gilded Age, the Progressive Era, the Great Depression, and the Post-war Era.
- Trace the economic development of the United States, including its shift from an agrarian to an industrial economy, its emergence as a leading economic force in the world, and its role in the global economy today
- Analyze the foundations and impact of cultural and reform movements throughout United States history, such as the civil rights movement

Student Expectations

This course requires the same level of commitment from you as a traditional classroom course would. Throughout the course, you are expected to spend approximately 5–7 hours per week online on the following activities:

- Interactive lessons that include a mixture of instructional videos and tasks
- Assignments in which you apply and extend learning in each lesson
- Assessments including quizzes, tests, and cumulative exams

World History

Course Number: SS1108

Grade level: 9–12

Credits: 1.0

Prerequisite Courses: None

Course Description

Beginning with topics from prehistory and culminating in the events of the 21st century, SS1108 provides interactive course content that will challenge high school students to learn about the political, economics, and social aspects of world history. This highly engaging, two-semester course encourages students to explore the major revolutions and social movements that have influenced different nations and eventually spread throughout the world. During this course, students will be exposed to a variety of pressing issues that have garnered opportunities for both conflict and cooperation in the modern world.

Course Objectives

Throughout the course, you will meet the following goals:

- Trace and analyze the development of civilization in Africa, Asia, Europe, and the Americas and explore how societies change over time
- Describe the emergence of monarchal rule, and examine its effects on the development of government, society, and economic change
- Investigate the causes of global exploration, and explore the effects of imperialism and colonialism on global interactions
- Analyze the causes of revolutionary and nationalist movements, and evaluate their long term effects
- Explore the conflicts between nations to present day, and analyze their impact on modern issues
- Describe cultural characteristics of societies over time, including the role of women, religion, and art and literature, and investigate the effects of technological innovation on economic and social change
- Use social studies skills to access, interpret, and apply information from a variety of sources

Student Expectations

This course requires the same level of commitment from you as a traditional classroom course would. Throughout the course, you are expected to spend approximately 5–7 hours per week online on the following activities:

- Interactive lessons that include a mixture of instructional videos and tasks
- Assignments in which you apply and extend learning in each lesson
- Assessments including quizzes, tests, and cumulative exams

Healthy Living

Course Number: EL2081

Grade level: 9-12

Credits: 0.5

Prerequisite Courses: None

Course Description

Encouraging students to make responsible, respectful, informed, and capable decisions about topics that affect the well-being of themselves and others, EL2081 is a one-semester course that provides students with comprehensive information they can use to develop healthy attitudes and behavior patterns. Designed for high school students, this informative and engaging course encourages students to recognize that they have the power to choose healthy behaviors to reduce risks.

Course Objectives

Throughout the course, you will meet the following goals:

- Examine how various types of pollution affect local communities and the world
- Identify characteristics of good mental and emotional health
- Develop speaking, listening, and nonverbal communication skills necessary for building healthy relationships
- Describe how sources of conflict, violence, and abuse can be minimized
- Assess nutritional needs based on dietary guidelines and the food guide pyramid
- Summarize the effects of tobacco use on family, finances, and society and the effects of alcoholism on families and society
- Describe the role of medicine in health promotion, disease prevention, and possible complications that may arise from taking them
- Identify community resources available to help treat and prevent the spread of communicable diseases

Student Expectations

This course requires the same level of commitment from you as a traditional classroom course

would. Throughout the course, you are expected to spend approximately 5–7 hours per week online on the following activities:

- Interactive lessons that include a mixture of instructional videos and tasks
- Assignments in which you apply and extend learning in each lesson
- Assessments, in which you apply and extend learning in each lesson

Lifetime Fitness

Course Number: EL2083

Grade level: 9–12

Credits: 0.5

Prerequisite Courses: None

Course Description

Exploring fitness topics such as safe exercise and injury prevention, nutrition and weight management, consumer product evaluation, and stress management, EL2083 equips high school students with the skills they need to achieve lifetime fitness. Throughout this one-semester course, students assess individual fitness levels according to the five components of physical fitness: cardiovascular health, muscular strength, muscular endurance, flexibility, and body composition. Personal fitness assessments encourage students to design fitness programs to meet their individual fitness goals.

Course Objectives

Throughout the course, you will meet the following goals:

- Describe the importance of physical fitness for all ages and abilities
- Describe common exercise-related physical injuries and list guidelines for preventing injuries during physical activity
- Identify diseases that can affect the different systems of the body, and recognize the relationship between stress and disease
- Identify team sports that achieve health-related fitness goals both in school and outside of school
- Describe how people react to stress physically, emotionally, and behaviorally
- Discuss the educational requirements for different careers in the fitness and wellness industry

Student Expectations

This course requires the same level of commitment from you as a traditional classroom course

would. Throughout the course, you are expected to spend approximately 5–7 hours per week online on the following activities:

- Interactive lessons that include a mixture of instructional videos and tasks
- Assignments in which you apply and extend learning in each lesson
- Assessments including quizzes, tests, and cumulative exams

Spanish I

Course Description

Students begin their introduction to Spanish with fundamental building blocks in four key areas of foreign language study: listening comprehension, speaking, reading, and writing. The course consists of 180 lesson days formatted in an intuitive calendar view, which can be divided into two 90-day semesters and represents an ideal blend of language learning pedagogy and online learning. As students begin the course, they construct their own Avatar that accumulates “Avatar bucks”—by performing well on course tasks—to use to purchase items (clothing, gadgets, scenery, etc.) at the “Avatar store”. Each week consists of an ongoing adventure story, a new vocabulary theme and grammar concept, numerous interactive games reinforcing vocabulary and grammar, reading and listening comprehension activities, speaking and writing activities, and multimedia cultural presentations covering major Spanish-speaking areas in Europe and the Americas. The course has been carefully aligned to national standards as set forth by ACTFL (the American Council on the Teaching of Foreign Languages).

Materials: Vox Everyday Spanish and English Dictionary

Prerequisites: None

Overall Course Objectives

The High School Spanish I course helps students:

- ♣ Engage in language learning
- ♣ Master common vocabulary terms and phrases
- ♣ Comprehend a wide range of grammar patterns
- ♣ Instigate and continue simple conversations, and respond appropriately to basic conversational prompts
- ♣ Generate language incorporating basic vocabulary and a limited range of grammar patterns
- ♣ Read, write, speak, and listen for meaning in basic Spanish
- ♣ Analyze and compare cultural practices, products, and perspectives of various Spanish-speaking countries
- ♣ Regularly assess progress in proficiency through quizzes, tests, and speaking/writing submissions

French I

Course Description

Students begin their introduction to French with fundamental building blocks in four key areas of foreign language study: listening comprehension, speaking, reading, and writing. The course consists of 180 lesson days formatted in an intuitive calendar view, which can be divided into two 90-day semesters. The course represents an ideal blend of language learning pedagogy and online learning. As students begin the course, they construct their own Avatar that accumulates “Avatar bucks”—by performing well on course tasks—to use to purchase materials (clothing, gadgets, scenery, etc.) at the “Avatar store”. Each week consists of an ongoing adventure story, a new vocabulary theme and grammar concept, numerous interactive games reinforcing vocabulary and grammar, reading and listening comprehension activities, speaking and writing activities, and multimedia cultural presentations covering major Frenchspeaking areas in Europe and across the globe. The course has been carefully aligned to national standards as set forth by ACTFL (the American Council on the Teaching of Foreign Languages).

Materials: French-English dictionary is recommended

Prerequisites: None

Overall Course Objectives

The High School French I course helps students:

- ♣ Engage in language learning
- ♣ Master common vocabulary terms and phrases
- ♣ Comprehend a wide range of grammar patterns
- ♣ Instigate and continue simple conversations, and respond appropriately to basic conversational prompts
- ♣ Generate language incorporating basic vocabulary and a limited range of grammar patterns
- ♣ Read, write, speak, and listen for meaning in basic French
- ♣ Analyze and compare cultural practices, products, and perspectives of various French-speaking countries
- ♣ Regularly assess progress in proficiency through quizzes, tests, and speaking/writing submissions

Other Foreign Language Course Options:

Chinese I
Chinese II
French II

French III
German I
German II
Latin I
Latin II
Spanish II
Spanish III

Introduction to Art

Course Number: EL1086

Grade level: 9–12

Prerequisite Courses: None

Credits: 0.5

Course Description

Covering art appreciation and the beginning of art history, this course encourages students to gain an understanding and appreciation of art in their everyday lives. Presented in an engaging format, this one-semester course provides an overview of many introductory themes: the definition of art, the cultural purpose of art, visual elements of art, terminology and principles of design, and two- and threedimensional media and techniques. Tracing the history of art, high school students enrolled in the course also explore the following time periods and places: prehistoric art, art in ancient civilizations, and world art before 1400.

Course Objectives

Throughout the course, you will meet the following goals:

- Explain how art is used to express commemoration, documentation, and narration
- Identify how the religious beliefs of different cultures are conveyed in art
- Discuss the importance of the visual elements, and describe their symbolic expression in works of art
- Classify one-point, two-point, and multiple-point perspectives
- Demonstrate an understanding of the principles of design by describing how artists use balance, rhythm, and movement in their work
- Define social documentation, photo essay, and photojournalism, and identify the impact they have on society
- Explain why art history has a powerful place in culture today

Student Expectations

This course requires the same level of commitment from you as a traditional classroom course would. Throughout the course, you are expected to spend approximately 5–7 hours per week online on the following activities:

- Interactive lessons that include a mixture of instructional videos and tasks
- Assignments in which you apply and extend learning in each lesson
- Assessments, including quizzes, tests, and cumulative exams

Art History I

Course Number: EL4002

Grade level: 9–12

Prerequisite Courses: None

Credits: 0.5

Course Description

Introducing art within historical, social, geographical, political, and religious contexts for understanding art and architecture through the ages, this course offers high school students an in-depth overview of art throughout history, with lessons organized by chronological and historical order and world regions. Students enrolled in this one-semester course will cover topics including early Medieval and Romanesque art; art in the 12th, 13th, and 14th centuries; 15th-century art in Europe; 16th-century art in Italy; the master artists; high Renaissance and Baroque art; world art, which includes the art of Asia, Africa, the Americas, and the Pacific cultures; 18th- and 19th-century art in Europe and the Americas; and modern art in Europe and the Americas.

Course Objectives

Throughout the course, you will meet the following goals:

- Examine the effects of major historical events on culture and art
- Compare and contrast pieces of art from different regions of the world
- Identify major contributions artists have made to architecture
- Describe the different art movements throughout history
- Analyze a variety of artworks

Student Expectations

This course requires the same level of commitment from you as a traditional classroom course would. Throughout the course, you are expected to spend approximately 5–7 hours per week online on the following activities:

- Interactive lessons that include a mixture of instructional videos and tasks
- Assignments in which you apply and extend learning in each lesson

- Assessments, including quizzes, tests, and cumulative exams

Other Electives Offered:

Online Learning Digital Citizenship
Psychology
Sociology
Strategies for Academy Success
Foundational of Personal Wellness

SCHEDULE 7-3

STAFF RESPONSIBILITIES



Except as otherwise provided by law, the Academy shall use certificated teachers according to state board rule. The Academy may use noncertified individuals to teach as follows:

(a) A classroom teacher in any grade a faculty member who is employed full-time by the state public university and who has been granted institutional tenure, or has been designated as being on tenure track, by the state public university, and

(b) In any other situation in which a school district is permitted under this act to use noncertificated teachers.

All administrators or other person whose primary responsibility is administering instructional programs or as a chief business official shall meet the certification and continuing education requirements as described in MCL 380.1246.

Administrator and Teacher Evaluation Systems. The Academy Board shall adopt and implement for all teachers and school administrators a rigorous, transparent, and fair performance evaluation system that complies with sections 1249 and 1250 of the Code. If the Academy enters into an agreement with an Educational Service Provider, then the Academy Board shall ensure that the Educational Service Provider adopts a performance evaluation system that complies with this section.

Performance Evaluation System Commencing with the 2013-2014 School Year. If the Academy Board adopts and implements for all teachers and school administrators a performance evaluation system that complies with section 1249(7) of the Code, then the Academy Board is not required to implement a performance evaluation system that complies with section 1249(2) and (3). If the Academy enters into an agreement with an Educational Service Provider, then the Academy Board shall ensure that the Educational Service Provider adopts a performance evaluation system that complies with this section.

Parent Notification of Ineffective Teacher Ratings. Beginning with the 2015-2016 school year and continuing on during the term of this Contract, if a pupil is assigned to be taught by a teacher who has been rated as ineffective on his or her 2 most recent annual year-end evaluations under section 1249, the Academy Board shall notify the pupil's parent or legal guardian that the pupil has been assigned to a teacher who has been rated as ineffective on the teacher's 2 most recent annual year-end evaluations. The notification shall be in writing and shall be delivered to the pupil's parent or legal guardian by U.S. mail not later than July 15th immediately preceding the beginning of the school year for which the pupil is assigned to the teacher, and shall identify the teacher who is the subject of the notification.

Teacher and Administrator Job Performance Criteria. The Academy Board shall implement and maintain a method of compensation for its teachers and school administrators that includes job performance and job accomplishments as a significant factor in determining compensation and additional compensation earned and paid in accordance with Applicable Law. The assessment of job performance shall incorporate a rigorous, transparent, and fair evaluation system that evaluates a teacher's or school administrator's performance at least in part based upon data on student growth as measured by assessments and other objective criteria. If the Academy enters into an agreement with an Educational Service Provider, then the Academy Board shall ensure that the Educational Service Provider complies with this section.



Job Description

Position: Administrator

Reports to: Superintendent/CEO

General Description: The Administrator serves as the instructional leader for the professional and paraprofessional staff assigned to the Academy and is responsible for management of all aspects of the school's operation, including: educational programming, supervision of all instruction, supervision and evaluation of certificated and classified employees, communication with the school community, supervision of school in-service programs, compliance with all federal, state and district laws, regulations, policies and requirements, and other related work as required.

Primary Responsibilities

- Understands, accepts, and abides by the Kalamazoo Covenant Academy philosophy and mission statement in all his/her school activities
- Interpret, enforce and develop regulations that are in agreement with Board policies, the school handbook and state and federal law.
- Provide leadership in the recruitment of staff and execute a system of personnel selection and assignment.
- Provide leadership for and share responsibility for the development and implementation of staff in-service programs.
- Promote staff professional growth, cooperation and self-development.
- Supervise and evaluate staff performance.
- Provide leadership for the planning, development and implementation of the high school's internship and student teaching programs.
- Develop, maintain, evaluate, implement and enhance curricular and extracurricular programs that reflect student achievement and growth in the cognitive, affective and psychomotor domains.
- Keep abreast of developments in secondary school curriculum and instruction and provide leadership in determining the appropriateness of incorporating recent developments/trends into the school's educational program.
- Provide leadership for the planning, development and implementation of the high school's curriculum.
- Provide leadership for the planning, development and implementation of the high school's budget.
- Use a systematic plan of checks and balances when preparing and supervising the building's budget.
- Supervise all ticket sales and fund-raising events at the high school and assume responsibility for the proper handling of funds.
- See that facilities are operated effectively and efficiently and see that applicable health and safety standards are met.
- Provide for adequate inventories of property and for the security and accounting of that property.

- Foster positive citizen-staff-student relations and effective communication and citizen participation in the schools by maintaining positive and/or improving human relations and rapport.
- Foster good school-community relations by keeping the community aware and responsive to activities by administering a quality informational program.
- Plan, organize and supervise recognition programs for school activities.
- Develop long- and short-range plans, goals and objectives through a systematic process.
- Provide educational and administrative leadership in making and carrying out decisions for the building.
- Anticipate problems and initiate solutions to problems.
- Coordinate student personnel services including the maintenance of discipline, the monitoring of attendance, the preparation of handbooks, the supervision of student, the supervision of school health services, providing assistance in guidance and counseling activities and collaborating with others in the modification of student behavior, including non-school service agencies.
- Provide leadership in student management, including in the areas of student attendance, discipline and academic progress.
- Inform and consult with the Superintendent regularly on the overall operation of the Academy.
- Uses computers and other technology provided to assist students.
- Establishes standards for student behavior that are designed to ensure academic integrity and appropriate uses of the Internet and written communication.
- Communicates high expectations.
- Acts in accordance to the directives and assignments given by the Superintendent.
- Has read and agreed to abide by the policies, directives, and guidelines as stated in all Kalamazoo Covenant Academy manuals pertinent to the position.
- Follows the dress code as stated in the employee manual.
- School activities —The Administrator is required to attend and/ or participate in such other activities as directed by the Superintendent such as: faculty meetings (before or after school hours), open houses, commencement exercises, chaperone student activities, provide guidance for students, study and help resolve school problems, and participate in the preparation of courses of study -- these activities demonstrate valuable support for Kalamazoo Covenant Academy

Essential Skills and Abilities

- Ability to understand the awareness of and sensitivity to the needs of homeless and at-risk youth that Kalamazoo Covenant Academy serves
- Proven ability to plan, organize and direct the operations plant, and personnel of the Academy
- Knowledge of current applicable laws, regulations, codes, policies and procedures
- An aptitude and working knowledge of computer courseware and hardware
- Ability to impact student achievement through mentoring, motivation, and monitoring practices

Qualifications

- Master's Degree in Educational Leadership
- Administration Certification Preferred
- Minimum of three years administrative leadership experience at the high school level
- Excellent oral and written communication skills
- Proficient in computer applications
- Effective organizational skills with the ability to multitask
- Satisfactory completion of criminal history check

This job description is a summary of the responsibilities, duties, knowledge, skills, experience, abilities and qualifications associated with this position. It is not an exhaustive list and may be changed at any time.

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I acknowledge that I have received a revised copy of my job description, have reviewed it, and have been given a copy.

Signature

Date



Job Description

Position: High School Teacher
Reports to: Administrator

General Description: Delivers teacher-led instruction in an online learning environment for the purposes of supplemental enrichment, core curriculum and credit recovery to meet a range of educational needs for at-risk and homeless youth.

Primary Responsibilities

- Understands, accepts, and abides by the Kalamazoo Covenant Academy philosophy and mission statement in all his/her school activities
- Differentiates instruction based on students' learning styles and needs and assists students in assimilating information to gain understanding and knowledge
- Uses computers and other technology provided to assist students
- Establishes standards for student behavior that are designed to ensure academic integrity and appropriate uses of the Internet and written communication
- Arranges media and content to help transfer knowledge most effectively in the online environment
- Uses student data to inform instruction, guides and monitors students' management of their time, monitors learner progress with available tools and develops an intervention plan for unsuccessful learners
- Demonstrates effective instructional strategies and techniques that actively engage students in the learning process
- Provides continuous evaluation of students to include pre-and post-testing and student input throughout through each course
- Prepares and administers all standardized tests as directed
- Keeps accurate records on each student such as grade books and progress reports, lesson plans, attendance records, and behavior/discipline records
- Maintains the classroom environment in an orderly fashion that is conducive to effective teaching and learning
- School activities — Teachers are required to attend and/ or participate in such other activities as directed by the Administrator such as: faculty meetings (before or after school hours), open houses, commencement exercises, these activities demonstrate valuable support for the Kalamazoo Covenant Academy
- Acts in accordance to the directives and assignments given by the Administrator
- Has read and agreed to abide by the policies, directives, and guidelines as stated in all Kalamazoo Covenant Academy manuals pertinent to the position

Essential Skills and Abilities

- Ability to understand the awareness of and sensitivity to the needs of homeless and at-risk youth that Kalamazoo Covenant Academy serves
- Ability to adapt and adjust instruction to create multiple paths to meet learning objectives

- Ability to impact student achievement through mentoring, motivation, and monitoring practices

Qualifications

- Bachelor's Degree
- Certification in appropriate area
- Excellent oral and written communication skills
- Passion for working with at-risk youth in an online learning setting

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Signature

Date



Job Description

Job Title: Special Education Teacher

Reports to: Administrator

General Description: Provides direct instruction in the academic areas of need to students on a one-to-one or small group basis, using a collaborative co-teaching model either in the resource room or in the general education classroom.

Primary Responsibilities

- Understands, accepts and abides by the Kalamazoo Covenant Academy philosophy and mission statement in all his/her school activities
- Assists with the implementation of the IEP for each student served
- Use computers and other forms technology provided to assist students
- Write lessons plans to accommodate IEP curriculum
- Prepares and administers all standardized tests as directed
- Maintain confidentiality concerning all student information and any professional matters
- Works with the teaching staff to improve standardized testing results
- Uses only forms or reporting records approved and/or adopted by Kalamazoo Covenant Academy
- Gathers, maintains, and submits, as directed, all information and forms related to the use of technology
- Keeps accurate records on each student such as grade books, and progress reports, lesson plans, attendance records, and behavior/discipline records
- Develop, implement, and evaluate behavior plans for use in the general education and special education learning environments
- Maintains the classroom environment and discipline in an orderly fashion conducive to effective teaching and learning
- Exhibits punctuality
- Works in a professional and cooperative manner with others to achieve duties and responsibilities
- Acts in accordance to the directives and assignments given by the Administrator
- Has read and agreed to abide by the policies, directives and guidelines as stated in all Kalamazoo Covenant Academy manuals pertinent to the position
- Confers with parents, administration, psychologist, social workers, teachers, and professionals to develop individual educational plans designed to promote students' educational, physical, and social development
- Writes IEPs in a timely manner
- Provides formal and informal assessment of students' academic status and learning styles
- Maintains accurate and complete student records, and prepare reports on student activities, as required by laws, school policies, and administrative regulations
- Participates in the Child Study Team (CST)
- Plan and deliver services for students with special needs
- Provides resources for classroom teachers for areas of disability

- Maintains confidentiality concerning all student information and any professional matters
- Continuously maintain current training and updates pertaining to administrative guidelines and compliance
- Schedules IEP meetings as needed
- Works with students and teachers to identify, teach, and implement accommodations for student who are eligible for services in the general education and special education settings
- School activities — The Special Education Teacher is required to attend and/ or participate in such other activities as directed by the Administrator such as: faculty meetings (before or after school hours), open houses, commencement exercises, chaperone student activities, provide guidance for students, participate on faculty committees, study and help resolve school problems, and participate in the preparation of courses of study -- these activities demonstrate valuable support for the Kalamazoo Covenant Academy

Essential Skills and Abilities

- Ability to understand the awareness of and sensitivity to the needs of homeless and at-risk youth that Kalamazoo Covenant Academy serves
- Competency in the administration and interpretation of academic ability testing
- Ability to use technology for documentation and preparation of professional materials
- Ability to teach and assist students in the use of computer applications
- Ability to communicate assessment results, in written and oral forms, to parents and professionals
- Ability to develop, implement, and evaluate behavior plans for use in general and special education settings
- Ability to prioritize tasks, allocate time, and maintain schedule flexibility

Qualifications

- BA or BS Degree
- Valid special education teaching certificate/license as well as Highly Qualified (HQ) with endorsement in at least one area of special education
- Satisfactory completion of criminal history check and TB Test
- Excellent verbal and written communication skills
- Meet education standards as applicable

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Signature

Date



Job Description

Position: Attendance Officer
Reports to: Administrator

General Description: The role of the Attendance Officer is to provide leadership for the recruitment, enrollment and retention of Academy students. This position shall serve the education process by ensuring students develop and maintain good attendance practices and that parents support the attendance requirements of the school; shall act as a liaison between the families and Kalamazoo Covenant Academy.

Primary Responsibilities

- Provides leadership for the development, monitoring and implementation of the Academy's dropout recovery plans.
- Coordinates the activities of the wraparound, pupil support and academic services for the purpose of improving student achievement, meeting district objectives, and ensuring compliance with relevant local, state and federal regulations.
- Facilitates data collection for new and re-enrolled students for the purposes of conducting risk assessments.
- Continuously monitors and evaluates all aspects of the admissions program with the goal of maximizing and maintaining the Academy's enrollment capacity.
- Monitors students attendance, develops methods for tracking retention, collects, compiles, analyzes and evaluates retention data.
- Assists the school leadership with developing effective school, family, and community-based partnerships.
- Develops and implements intervention strategies for re-enrolled students for the purposes of sustainable attendance re-entry and successful program completion.
- Accountable for the effective communication of recruitment and admission policies and procedures throughout the Academy and to prospective students, teachers and parents.
- Counsels students in matters of attendance and tardiness in accordance to the Academy attendance policy.
- Provide technical assistance to parents and students in developing the skills needed to function effectively in a working relationship between home and school.
- Contacts parents/guardians by phone, mail, and home visits in accordance with the Academy attendance policy
- Ascertain the level of parents and students educational values and make recommendations for changes as necessary.
- Work closely with staff to identify habitually absent and implement strategies to increase student attendance.
- Consult with building principals, guidance counselors, child study team members, and parents/guardians regarding the development of interventions for improving daily student attendance and the overall retention rate of each Academy.
- Compose detailed documentation, maintain accurate records, and prepare reports in a timely manner.

- Display ethical behavior in working with students, parents, school personnel, and outside agencies associated with Kalamazoo Covenant Academy .
- Protect confidentiality of records and information gained as part of exercising professional duties and use discretion in sharing such information within the legal confines.
- Serve as a role model for students and staff in demonstrate positive attitude, appropriate attire, personal grooming, and an effective work ethic.
- Communicates high expectations.
- Maintain regular and reliable attendance.
- Works in a professional and cooperative manner with others to achieve duties and Responsibilities.
- School activities — the Retention Manager/Attendance Officer is required to attend and/or participate in such other activities as directed by the Assistant Administrator such as: faculty meetings (before or after school hours), open houses, commencement exercises, chaperone student activities, provide guidance for students, participate on faculty committees, study and help resolve school problems, and participate in the preparation of courses of study -- these activities demonstrate valuable support for Kalamazoo Covenant Academy .
- Acts in accordance to the directives and assignments given by the Assistant Administrator.
- Has read and agreed to abide by the policies, directives, and guidelines as stated in all Kalamazoo Covenant Academy manuals pertinent to the position.

Essential Skills and Abilities

- Ability to understand the awareness of and sensitivity to the needs of homeless and at-risk youth that Kalamazoo Covenant Academy serves.
- Ability to lead the development of continuous improvement and ability to facilitate data-driven decision making.
- Must be skilled in collaborative leadership of individuals and groups.
- Knowledge of accepted and effective techniques for working with at risk youth with diverse family dynamics
- An aptitude and working knowledge of computer courseware and hardware.
- Ability to impact student retention through mentoring, motivation, and monitoring practices.

Qualifications

- Bachelor's Degree in social work, marketing, education, or related field.
- Minimum of five years of experience working with at-risk youth
- Hold and maintain a valid driver's license and have a reliable vehicle for transportation
- Have excellent integrity and demonstrate good moral character and initiative
- Demonstrate the ability to communicate effectively both orally and in writing
- Knowledge of accepted and effective techniques for working with at risk youth with diverse family dynamics
- Proficient in computer applications
- Effective organizational skills with the ability to multitask

- Satisfactory completion of criminal history check

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Signature

Date



Job Description

Position: 31a Paraprofessional

Reports to: Administrator

General Description: Provides instructional support services under the direct supervision of a teacher for students who have been identified as failing, or most at-risk of failing to meet academic achievement standards. This is a grant-funded position, employment continuation is directly dependent upon funds availability and job performance.

Primary Responsibilities

- Understands, accepts, and abides by the Kalamazoo Covenant Academy philosophy and mission statement in all his/her school activities
- Administers reading and math tests to identify the level of student achievement
- Works with the teacher to determine the instructional needs of each 31a student
- Provides one-on-one and small group tutoring in reading and math
- Maintains student files as required by the needs of federal, state, and local guidelines to track student progress
- Assists the 31a Coordinator with gathering a variety of data that is needed for reporting to state and/or federal agencies
- Designs tutoring schedule for working with qualified 31a students.
- Attends in-service professional development, building and district meetings
- Communicates with parents and families as directed by the teacher or administrator
- Promotes high levels of achievement in relation to individual abilities
- Develops and maintains a Targeted Assistance environment that is conducive to effective student learning
- Communicates goals and academic expectations to students
- Maintains confidentiality concerning all student information and any professional matters
- Uses only forms or reporting records approved and /or adopted by the Kalamazoo Covenant Academy
- Gathers, maintains, and submits, as directed, all information and forms related to the use of technology
- Works in a professional and cooperative manner with others to achieve duties and responsibilities
- Follows the dress code as stated in the employee manual
- School activities — the 31a Paraprofessional is required to attend and/ or participate in such other activities as directed by the Principal such as: faculty meetings (before or after school hours), open houses, commencement exercises, 31a Parent Meetings, these activities demonstrate valuable support for the Kalamazoo Covenant Academy
- Acts in accordance to the directives and assignments given by the Administrator
- Has read and agreed to abide by the policies, directives, and guidelines as stated in all Kalamazoo Covenant Academy manuals pertinent to the position

Essential Skills and Abilities

- Ability to understand the awareness of and sensitivity to the needs of homeless and at-risk youth that Kalamazoo Covenant Academy serves
- Knowledge of Title I, instructional and all compliance requirements
- Ability to reinforce the teacher's effect in the classroom
- An aptitude and working knowledge of computer courseware and hardware
- Ability to impact student achievement through mentoring, motivation, and monitoring practices

Qualifications

- Associates Degree, Bachelor's Preferred
- Meets No Child Left Behind Highly Qualified requirements
- Experience working with at-risk youth
- Excellent oral and written communication skills
- Proficient in computer applications
- Effective organizational skills with the ability to multitask
- Satisfactory completion of criminal history check

This job description is a summary of the responsibilities, duties, knowledge, skills, experience, abilities and qualifications associated with this position. It is not an exhaustive list and may be changed at any time.

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Signature

Date



Job Description

Position: Title I Paraprofessional

Reports to: Administrator

General Description: Provides instructional support services under the direct supervision of a teacher for assigned students who have been identified as needing improvement in accordance with state and federal guidelines. This is a grant-funded position; employment continuation is directly dependent upon funds availability and job performance.

Primary Responsibilities

- Understands, accepts, and abides by the Kalamazoo Covenant Academy philosophy and mission statement in all his/her school activities
- Administers reading and math tests to identify the level of student achievement
- Works with the teacher to determine the instructional needs of each Title I student
- Provides one-on-one and small group tutoring in reading and math
- Maintains student files as required by the needs of federal, state, and local guidelines to track student progress
- Assists the Title I Coordinator with gathering a variety of data that is needed for reporting to state and/or federal agencies
- Designs tutoring schedule for working with qualified Title I students.
- Attends in service professional development, building and district meetings
- Communicates with parents and families as directed by the teacher or administrator
- Promotes high levels of achievement in relation to individual abilities
- Develops and maintains a Title I classroom environment that is conducive to effective student learning
- Communicates goals and academic expectations to students
- Maintains confidentiality concerning all student information and any professional matters
- Uses only forms or reporting records approved and /or adopted by the Kalamazoo Covenant Academy
- Gathers, maintains, and submits, as directed, all information and forms related to the use of technology
- Works in a professional and cooperative manner with others to achieve duties and responsibilities
- Assists with the planning of activities for Title I Parent involvement
- Follows the dress code as stated in the employee manual
- School activities — the 31a Paraprofessional is required to attend and/ or participate in such other activities as directed by the Principal such as: faculty meetings (before or after school hours), open houses, commencement exercises, 31a Parent Meetings, these activities demonstrate valuable support for the Kalamazoo Covenant Academy
- Acts in accordance to the directives and assignments given by the Administrator
- Has read and agreed to abide by the policies, directives, and guidelines as stated in all Kalamazoo Covenant Academy manuals pertinent to the position

Essential Skills and Abilities

- Ability to understand the awareness of and sensitivity to the needs of homeless and at-risk youth that Kalamazoo Covenant Academy serves
- Knowledge of Title I, instructional and all compliance requirements
- Ability to reinforce the teacher's effect in the classroom
- An aptitude and working knowledge of computer courseware and hardware
- Ability to impact student achievement through mentoring, motivation, and monitoring practices

Qualifications

- Associates Degree, Bachelor's Preferred
- Meets No Child Left Behind Highly Qualified requirements
- Experience working with at-risk youth
- Excellent oral and written communication skills
- Proficient in computer applications
- Effective organizational skills with the ability to multitask
- Satisfactory completion of criminal history check

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Signature

Date



Job Description

Position: Paraprofessional

Reports to: Administrator

General Description: Supports teachers in the instruction of students, which includes but is not limited to: reading, writing, science, social studies, mathematics and other designated curriculum; assists in conducting testing and assessment, multi-media activities, record keeping, computer operation, lesson plans, and other activities.

Primary Responsibilities

- Understands, accepts, and abides by the Kalamazoo Covenant Academy philosophy and mission statement in all his/her school activities
- Administers reading and math tests to identify the level of student achievement
- Works with the teacher to determine the instructional needs of each student
- Provides one-on-one and small group tutoring in reading and math
- Works in collaboration with the teachers to monitor learner progress with available tools and develops an intervention plan for unsuccessful learners
- Collaborate with teachers to develop clear classroom objectives for students
- Promotes high levels of achievement in relation to individual abilities
- Active participant of the instructional team regarding floor management and student issues/support
- Performs general record keeping and clerical functions (e.g. attendance logs, activity reports, lunch computer reports, etc.) for the purpose of supporting the teacher and/or supervisory staff in meeting mandated requirements.
- Provides verbal and/or written feedback of observations for the purpose of informing teacher/s and/or parents of students' progress.
- Responds to inquiries from a variety of sources (e.g. students, teachers, administrators, and/or parents, etc.) for the purpose of solving problems, providing information and/or directing to other sources.
- Assist the teacher in preparing for changing curriculum to meet the needs of students with diverse cultural and socio-economic backgrounds, learning styles, and special needs.
- Tutors students on assigned class work for the purpose of providing ongoing support in the completion of work assignments.
- Designs tutoring schedule for working with students most identified as needing improvement
- Attends in-service professional development, building and district meetings
- Communicates with parents and families as directed by the teacher or administrator
- Develops and maintains a classroom environment that is conducive to effective student learning
- Communicates goals and academic expectations to students
- Promotes positive student/faculty relations
- Maintains confidentiality concerning all student information and any professional matters

- Uses only forms or reporting records approved and /or adopted by the Kalamazoo Covenant Academy
- Gathers, maintains, and submits, as directed, all information and forms related to the use of technology
- Works in a professional and cooperative manner with others to achieve duties and responsibilities
- Follows the dress code as stated in the employee manual
- School activities — the Paraprofessional is required to attend and/ or participate in such other activities as directed by the Principal such as: faculty meetings (before or after school hours), open houses, commencement exercises, Title I Parent Meetings, -- these activities demonstrate valuable support for Kalamazoo Covenant Academy
- Acts in accordance to the directives and assignments given by the Administrator
- Has read and agreed to abide by the policies, directives, and guidelines as stated in all Kalamazoo Covenant Academy manuals pertinent to the position

Essential Skills and Abilities

- Ability to understand the awareness of and sensitivity to the needs of homeless and at-risk youth that Kalamazoo Covenant Academy serves
- Specific knowledge-based competencies required to satisfactorily perform the functions of the job include: behavior and crisis management techniques; instruction techniques; high school curriculum
- Ability to reinforce the teacher's effect in the classroom
- An aptitude and working knowledge of computer courseware and hardware
- Ability to impact student achievement through mentoring, motivation, and monitoring practices

Qualifications

- Associates Degree, Bachelor's Preferred
- Meets No Child Left Behind Highly Qualified requirements
- Experience working with at-risk youth
- Excellent oral and written communication skills
- Proficient in computer applications
- Effective organizational skills with the ability to multitask
- Satisfactory completion of criminal history check

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Signature

Date



Job Description

Position: School Psychologist

Reports to: Administrator

General Description: To provide a full range of services, including special education evaluations, social skills and behavioral training and supports with students, counseling services, parent and teacher consultation, and data analysis; functions as a member of the multidisciplinary team to determine the student's eligibility for special services, appropriate programming, and on-going progress; effectively serves as a liaison between students, parents, teachers and school personnel.

Primary Responsibilities

- Understands, accepts, and abides by the Kalamazoo Covenant Academy philosophy and mission statement in all his/her school activities
- Identifies and assesses learning, development, and adjustment characteristics and needs of individuals and groups, as well as, the environmental factors that affect learning and adjustment
- Uses assessment data about the student and his/her environment(s) in developing appropriate interventions and programs
- Provides interventions to students to support the teaching process and to maximize learning and adjustment
- Assists in the planning, development, and evaluation of programs to meet identified learning and adjustment needs
- Provides consultation to parents, teachers, other school personnel, and community agencies to enhance the learning and adjustment of students
- Delivers a planned and coordinated program of psychological services
- Applies ethics and standards of professional practice in the delivery of school psychological services and observes relevant laws and policies that govern practice
- Participates in professional organizations and continually seeks to improve professional knowledge and skill
- Communicates effectively with students, parents, and school staff.
- Provide counseling, instruction, and mentoring for those struggling with social, emotional, and behavioral problems
- Increase achievement by assessing barriers to learning and determining the best instructional strategies to improve learning
- Promote wellness and resilience by reinforcing communication and social skills, problem solving, anger management, self-regulation, self-determination, and optimism
- Enhance understanding and acceptance of diverse cultures and backgrounds
- Make referrals and help coordinate community support services
- Coordinate and facilitate staff meetings for district special education staff
- Assist with the design and development of the district's staff development program
- Direct the implementation of State and Federal legislation related to special education and ensure compliance

- Direct and monitor the Individual Education Plan (IEP) and 504 processes
- Collect and analyze data related to school improvement, student outcomes, and accountability requirements
- Implement school-wide prevention programs that help maintain positive school climate conducive to learning
- Help students transition to and from school and community learning environments, such as residential treatment or juvenile justice residential treatment programs
- Collect and analyze data related to school improvement, student outcomes, and accountability requirements
- Implement school-wide prevention programs that help maintain positive school climates conducive to learning
- Maintains confidentiality of all information for the purpose of the protection of students, staff, parents, and the district
- Compiles information from a variety of sources (e.g. teachers, nurse, probation officer, mental health agencies, other professionals, etc.) for the purpose of producing comprehensive evaluation report in compliance with established guidelines
- Uses only forms or reporting records approved and /or adopted by the Kalamazoo Covenant Academy
- Gathers, maintains, and submits, as directed, all information and forms related to the use of technology
- Prepares and presents educational workshops as appropriate for the purpose of presenting information , developing skills, and establishing effective relationships
- Researches resources and methods (e.g. intervention and treatment techniques, assessment tools and methods, community resources, etc.) for the purpose of determining the appropriate approach for addressing students' functional goals and needs
- Exhibits punctuality
- Works in a professional and cooperative manner with others to achieve duties and responsibilities
- Follows the dress code as stated in the employee manual
- School activities — The School Psychologist is required to attend and/ or participate in such other activities as directed by the Administrator such as: faculty meetings (before or after school hours), open houses, commencement exercises, chaperone student activities, provide guidance for students, participate on faculty committees, study and help resolve school problems, and participate in the preparation of courses of study -- these activities demonstrate valuable support for the Kalamazoo Covenant Academy
- Acts in accordance to the directives and assignments given by the Administrator and the Superintendent
- Directs and coordinates other special projects and duties as assigned by the Curriculum Director
- Has read and agreed to abide by the policies, directives, and guidelines as stated in all Kalamazoo Covenant Academy manuals pertinent to the position

Essential Skills and Abilities

- Ability to understand the awareness of and sensitivity to the needs of homeless and at-risk youth that Kalamazoo Covenant Academy serves

- Demonstrated knowledge of emotional, social, and psychological, and environmental problems and techniques applicable in their alleviation
- Ability to collect, analyze, and use data and research within a strategic planning and continuous improvement process
- Knowledge of requirements of state and federal mandates which directly relates to the evaluation and identification of special education students
- Extensive knowledge of individual and group testing techniques and interpretation
- An aptitude and working knowledge of computer courseware and hardware

Qualifications

- MA/MS degree in School Psychology or related field
- Valid Michigan School Psychologist Certificate
- Excellent oral and written communication skills
- Proficient in computer applications
- Effective organizational skills with the ability to multitask
- Valid MI driver's license: job requires work at multiple sites
- Satisfactory completion of criminal history check

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Job Description

Position: School Social Worker

Reports To: Administrator

General Description: Provides supportive, diagnostic and consultative service to students, teachers, administration and parents/guardians/families of students with social, emotional and academic difficulties.

Primary Responsibilities

- Evaluates students to determine their need for school social work or other services
- Completes and presents a written evaluation report to parents/guardians and the local educational agency within required timelines
- Assist in the development and implementation of measurable IEP goals and objectives
- Participate in IEPT, MET and other meetings as appropriate
- Establish and maintain appropriate records, reports, and procedures including, but not limited to, behavioral data and student progress on IEP goals/objectives
- Communicate with mental health/child services or other agencies to coordinate services
- Use various software packages for communication and documentation purposes
- Conduct parent/teacher conferences as appropriate
- Makes referrals for students and parents to appropriate resources with the school or community
- Participates in Child Study, Eligibility and Special Education related meeting
- Serves as a resource to parents about the needs of students and consults with parents as needed
- Informs teachers and parents of available special services for students
- Adheres to laws and procedures involving child abuse/neglect
- Maintains an advocacy role to assure that the students' educational, social, emotional and materials needs are met according to established laws, rules, and regulations
- Provides crisis intervention services as appropriate and as requested by administrative personnel assigned to schools
- Develops effective intervention strategies for students based on knowledge and understanding of student's behavior and learning styles
- Counsels individual students regarding issues, which interfere with adjustment and/or performance within the educational setting
- Provide casework services to students and families
- Exhibits punctuality
- Maintains confidentiality in all student and professional matters, and works in a professional and cooperative manner with others to achieve duties and responsibilities
- Follows the dress code as stated in the employee manual
- School activities — the School Social Worker is required to attend and/ or participate in such other activities as directed by the Administrator such as: faculty meetings (before or after school hours), open houses, commencement exercises, chaperone student activities,

provide guidance for students, participate on faculty committees, study and help resolve school problems, and participate in the preparation of courses of study -- these activities demonstrate valuable support for the Kalamazoo Covenant Academy

- Acts in accordance to the directives and assignments given by the Administrator
- Has read and agreed to abide by the policies, directives, and guidelines as stated in all Kalamazoo Covenant Academy manuals pertinent to the position

Essential Skills and Abilities

- Ability to understand the awareness of and sensitivity to the needs of homeless and at-risk youth that Kalamazoo Covenant Academy serves
- Knowledge of current state law/regulations regarding high school proficiency standards
- Ability to demonstrate effective liaison relationships with parents, schools, and agencies
- Leadership skills in working with individuals and groups (i.e. initiating individual or group discussion, listening, clarifying and facilitating interactions and sharing of ideas)
- Ability to manage caseload and develop an effective schedule which allows for direct service to students and families, collaboration with staff, parent/community services and program management

Qualifications

- Masters Degree in Social Work (LMSW or MSW)
- Must meet Michigan Department of Education requirements for full/temporary approval as a School Social Worker and licensing from the Department of Community Health
- Knowledge of current state law/regulations regarding high school proficiency standards
- Proficient in computer applications
- Excellent oral and written communication skills and strong interpersonal skills
- Candidate will possess the ability to communicate effectively with all levels of management, staff and business contacts as required
- Exhibit flexibility with regard to workload and priorities and exhibit effective organizational/administrative skills
- Satisfactory completion of criminal history check and TB test

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Job Description



Position: Homeless Liaison/Youth Advocate

Reports to: Administrator

General Description: The Homeless Liaison/Youth Advocate is responsible for supporting the needs of the homeless student population and ensuring the delivery of mandated services to facilitate the student's attendance and access to appropriate education; the Homeless Liaison/Youth Advocate and the student work in partnership to identify and attain goals in the areas of employment and education, self-sufficiency skills, health and wellness, relationships, professionalism and personal advocacy.

Primary Responsibilities

- Understands, accepts, and abides by the Kalamazoo Covenant Academy philosophy and mission statement in all his/her school activities
- Interprets laws relating to homeless students; and ensures the delivery of mandated services
- Collaborates with school staff to develop interventions for students identified as homeless and develops individualized service plans
- Implements case management services and makes referrals to other professional or community service agencies as needed
- Provide families with information related to the needs of their child and acts as a resource to parents/guardians by communicating available services
- Acts as a resource to school leadership, counselors, teachers, and social service agencies regarding homeless students, interpretation of homeless attendance policies and laws and record keeping requirements
- Conducts training to staff on laws as it relates to the homeless student population and recommends strategies for supporting the needs of these students
- Assists in the planning and implementation of individual Educational Development Plans; supports students' goals; encourages and assists students in achieving their goals.
- Facilitates or co-leads daily group activities such as problem solving, goal planning, self-esteem, interpersonal skills, behavior management, etc.
- Maintains necessary records ensuring confidentiality of students and their families and prepares related reports
- Provide technical assistance to parents and students in developing the skills needed to function effectively in a working relationship between home and school.
- Ascertain the level of parents and students educational values and make recommendations for changes as necessary.
- Work closely with staff to identify habitually absent and implement strategies to increase student attendance
- Consult with building administrator, guidance counselors, child study team members, and parents/guardians regarding the development of interventions for improving daily student attendance and the overall retention rate of each Academy

- Compose detailed documentation, maintain accurate records, and prepare reports in a timely manner
- Display ethical behavior in working with students, parents, school personnel, and outside agencies associated with the Kalamazoo Covenant Academy
- Create and deliver impactful service plans for youth that focus on achieving outcomes in the areas of education, employment, long-term housing, parenting, relationships and overall health
- Conduct one-hour weekly meetings with all youth assigned to caseload to help participants identify and accomplish short and long-term goals.
- Coordinate with referral agencies, identify community resources, track participants progress
- Protect confidentiality of records and information gained as part of exercising professional duties and use discretion in sharing such information within the legal confines
- Serve as a role model for students and staff in demonstrate positive attitude, appropriate attire, personal grooming, and an effective work ethic
- Communicates high expectations
- Maintain and regular and reliable attendance
- Works in a professional and cooperative manner with others to achieve duties and responsibilities
- Follows the dress code as stated in the employee manual
- School activities — the Homeless Liaison/Youth Advocate is required to attend and/ or participate in such other activities as directed by the Administrator such as: faculty meetings (before or after school hours), open houses, commencement exercises, chaperone student activities, provide guidance for students, participate on faculty committees, study and help resolve school problems, and participate in the preparation of courses of study -- these activities demonstrate valuable support for the Kalamazoo Covenant Academy
- Acts in accordance to the directives and assignments given by the Administrator
- Has read and agreed to abide by the policies, directives, and guidelines as stated in all Kalamazoo Covenant Academy manuals pertinent to the position

Essential Skills and Abilities

- Bachelor's Degree in related field
- Minimum of five years of experience working with at-risk youth
- High level of personal accountability for the quality and impact of work
- Excellent communication skills, professional demeanor, sound judgment, and strong organizational skills
- Ability to understand the awareness of and sensitivity to the needs of homeless and at risk youth that Kalamazoo Covenant Academy serves
- Knowledge of accepted and effective techniques for working with at risk youth with diverse family dynamics
- An aptitude and working knowledge of computer courseware and hardware
- Ability to impact student retention through mentoring, motivation, and monitoring practices

Qualifications

- Bachelors Degree

- Hold and maintain a valid driver's license and have a reliable vehicle for transportation
- Have excellent integrity and demonstrate good moral character and initiative
- Demonstrate the ability to communicate effectively both orally and in writing
- Must demonstrate a sincere commitment and ability to advocate for troubled youth
- Proficient in computer applications
- Effective organizational skills with the ability to multitask
- Satisfactory completion of criminal history check

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Job Description

Position: Data Specialist
Reports to: Administrator

General Description: The Data Specialist is responsible for the quality, integrity, and completeness of essential electronic records for all students with a special emphasis on demographic and enrollment data.

Primary Responsibilities

- Compiles and maintain attendance accounting data for all regular and special programs for the academy
- Audits and reviews enrollment and attendance data provided by school staff for the computation of average daily attendance
- Prepares a variety of regular and special reports related to pupil attendance, class size, and other current or historical data as required by the state and county and for district planning and information purposes
- Creates and submits data files for pre-identification for all required state and federal assessments
- Develops or assists in developing automated systems to support attendance accounting
- Generates and transmits pupil accounting data as required by the Michigan Department of Education for the purposes of maintaining local, state and federal compliance
- Assists with providing the Academy with requested data analysis, summary and longitudinal reports, disaggregation of data for various attributes
- Responds to inquiries and requests for data information from MISTAR, including but not limited to form letters, labels, searches, progress reports, attendance and disciplinary reports
- To provide assistance and act as a resource agent in answering questions by
Local Educational Agencies, parents, state department and community members throughout the year regarding pupil accounting and truancy, and various state reports

Essential Skills and Abilities

- Ability to understand the awareness of and sensitivity to the needs of homeless and at-risk youth that Kalamazoo Covenant Academy serves
- Demonstrated high level of organizational skills and analytical ability
- Ability to effectively problem solve and to work with minimum supervision

Qualifications

- Associate's Degree, Bachelor's preferred in business, accounting or related field
- Minimum of three years of experience in pupil accounting
- Hold and maintain an valid driver's license

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Job Description

Position: Enrollment Secretary

Reports to: Administrator

General Description: Serves as the primary contact person and liaison between the Administrator and students, teachers, parents, staff and the community; provides students, parents, staff and the public with information through a wide variety of secretarial and administrative services which directly supports the educational environment.

Primary Responsibilities

- Answers and responds to phone calls in such a way that callers feel welcomed and valued
- Handles and processes confidential mail and other documents
- Receives and sends, faxes, mail, emails as applicable
- Welcomes visitors and guests
- Type, mail, merge, collate and distribute student reports
- Maintains the school database with new applications for enrollment
- Responds to questions from a variety of internal and external sources (e.g. staff, other educational institutions, the public, parents and students, etc.) for the purposes of providing information and/or direction
- Organizes interviews for potential employment candidates
- Maintains and updates waiting lists with Data Specialist regarding potential enrollees
- Supports instructional and administrative staff in clerical, administrative and organizational matters
- Prepares standardized documents and reports (e.g. form letters and memos, calendars, and periodic reports, etc.) for the purposes of communicating information students, parents, and other stakeholders
- Liaise with students and parents regarding meetings and requirements of the Administrator
- Compiles student records (e.g. birth certificates, transcripts, updating transcripts, updating student information system, etc.) for the purposes of meeting State, Federal and District requirements
- Calculates monthly income for the Free/Reduced lunch program to determine eligibility requirements as regulated by the State of Michigan
- Maintains confidentiality concerning all personnel information and any professional matters
- Evaluates situations (e.g. involving staff, students, parents, the public, etc.) for the purpose of taking appropriate action and/or directing to appropriate personnel for resolution
- Exhibits punctuality
- Follows the dress code as stated in the employee manual
- Verifies student tardiness and early dismissals as necessary
- School activities — the Enrollment Secretary is required to attend and/ or participate in such other activities as directed by the Administrator such as: faculty meetings (before or

after school hours), open houses, commencement exercises, chaperone student activities, provide guidance for students, participate on faculty committees, study and help resolve school problems, and participate in the preparation of courses of study -- these activities demonstrate valuable support for the Kalamazoo Covenant Academy

- Acts in accordance to the directives and assignments given by the Administrator
- Has read and agreed to abide by the policies, directives, and guidelines as stated in all Kalamazoo Covenant Academy manuals pertinent to the position

Essential Skills and Abilities

- Ability to understand the awareness of and sensitivity to the needs of homeless and at-risk youth that Kalamazoo Covenant Academy serves
- Ability to handle large volumes of phone calls with a high degree of professionalism
- An aptitude and working knowledge of computer courseware and hardware
- Ability to prioritize and manage competing demands

Qualifications

- Associates Degree
- Secretarial or Accounting Experience
- Excellent oral and written communication skills
- Proficient in computer applications
- Effective organizational skills with the ability to multitask
- Satisfactory completion of criminal history check

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Job Description

Position: Retention Manager

Reports to: Administrator

General Description: The role of the Retention Manager is to provide leadership for the Academy's recruitment and retention strategies; assists in overseeing, monitoring and enhancing the Academy's drop-out recovery efforts; develop effective school, family, and community based partnerships; represents and acts as an Ambassador for the Academy at school and community-based events and activities; and creates a school climate to meet students' needs through prevention, risk-assessments, and intervention.

Primary Responsibilities

- Understands, accepts, and abides by the Kalamazoo Covenant Academy philosophy and mission statement in all his/her school activities
- Coordinates the activities of the Attendance Officer, Homeless Liaison/Youth Advocate, Student Support Specialist, Enrollment Secretary, and Academic Caseworkers for the purpose of improving student achievement, meeting district objectives, and ensuring compliance with relevant local, state and federal regulations
- Assist with the team approach (students, family, teachers, advocate, and principal) to access appropriate, intervention plan, risk assessment and participate in the discussion regarding appropriate discipline
- Provide leadership in district dropout recovery efforts; researches, develops and implements and monitors anti-drop out plans and procedures
- Coordinates the recruitment, enrollment and retention operations to ensure alignment with the goals and objectives of the Academy's strategic marketing plan
- Design and implement a comprehensive strategic plan of admissions of new students to the school.
- Direct the admissions process from point of inquiry through enrollment.
- Initiate and create activities intended to interest parents and potential supporters in sending students to Kalamazoo Covenant Academy
- Develop with the Central Office Leadership Team, the enrollment budget and appropriate recruitment and marketing materials, ads, mailings, web pages and publications that interpret the school to prospective students.
- Create a strategic enrollment, recruitment and retention plan, inclusive of a revolving three month, six month, and one year objectives, goals and outcomes.
- Initiate and create activities intended to interest parents and potential supporters in enrolling students to Kalamazoo Covenant Academy
- Evaluate continually and redesign where appropriate all aspects of the admissions program with the goal of maintaining the Academy's enrollment capacity and developing a wait-list of interested applicants.
- Manage the re-enrollment of current students for the succeeding year with constant monitoring of attrition and retention.

- Oversee the network of parents, former parents and alumni to assist in the admissions program.
- Keep relevant statistics on all aspects of the admission and re-enrollment program.
- Represent the school at various gatherings and conferences related to admissions.
- Accountable for the effective communication of recruitment and admission policies and procedures throughout the Academy and to prospective students, teachers and parents
- Lead and coordinate the orientation, enrollment, and re-enrollment processes
- Consult with leadership team, guidance counselors, child study team members, and parents/guardians regarding the development of interventions for improving daily student attendance and the overall retention rate of the Academy
- Coordinates and provides technical assistance for the Attendance Officer at Kalamazoo Covenant Academy
- Compose detailed documentation, maintain accurate records, and prepare reports in a timely manner
- Protect confidentiality of records and information gained as part of exercising professional duties and use discretion in sharing such information within the legal confines
- Serve as a role model for students and staff in demonstrate positive attitude, appropriate attire, personal grooming, and an effective work ethic
- Ensure timely and accurate collection and documentation of statistical data relating to program services, and maintains the confidentiality of that data.
- Identify staff training needs, and provide training; or recommend outside training as appropriate to the Assistant Superintendent for Curriculum and Instruction and the Superintendent of Schools.
- Monitor the needs of the local community in order to provide appropriate program services, and recommends program modifications to the Administrator and the Superintendent of Schools as needed.
- Develops and delivers presentations and coordinates student led presentations
- Assists in partnership recruitment and facilitation for business/education activities
- Facilitates meetings and training sessions on business/education partnerships, career and job opportunities, employability skills, student/family advocacy and parent education activities
- Engages students in leadership activities and community-based projects that support their development as successful 21st century citizens
- Work with youth and families individually and in groups to address need, gaps in services and identified concerns.
- Perform all other tasks as requested by the Administrator

Essential Skills and Abilities

- Ability to understand the awareness of and sensitivity to the needs of homeless and at-risk youth that Kalamazoo Covenant Academy serves
- Ability to lead the development of continuous improvement and ability to facilitate data-driven and results-based decision making
- Must be skilled in collaborative leadership of individuals and groups
- Ability to successfully manage multiple tasks, projects and responsibilities

- Knowledge of accepted and effective techniques for working with at risk youth with diverse family dynamic
- Highly developed managerial skills demonstrated in an environment of large volume work-flows and critical deadlines;
- Demonstrated capacity to lead and motivate staff to achieve the strategic directions of the Academy and Central Office

Qualifications

- Bachelor's Degree; Master's Degree preferred in social work, marketing, education, or related field
- Minimum of five years of experience working with at-risk youth or at-promise youth
- Hold and maintain a valid driver's license and have a reliable vehicle for transportation
- Have excellent integrity and demonstrate good moral character and initiative
- Demonstrate the ability to communicate effectively both orally and in writing
- Proficient in computer applications
- Effective organizational skills with the ability to multitask
- Satisfactory completion of criminal history check

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Job Description

Position: Student Support Manager
Reports to: Administrator



General Description: The Student Support Manager provides knowledge, guidance, and support to building level administrators and pupil support staff for students with behavior challenges, social and emotional problems, health and safety matters, and academic issues; assists in overseeing, monitoring and enhancing the District's dropout recovery efforts and response to Intervention initiatives.

Primary Responsibilities

- Understands, accepts, and abides by the Kalamazoo Covenant Academy philosophy and mission statement in all his/her school activities
- Coordinates the activities of the School Resources Officers for the purpose of improving student achievement, meeting district objectives, and ensuring compliance with relevant local, state and federal regulations
- Assist with the team approach (students, family, teachers, advocate, and principal) to access appropriate, intervention plan, risk assessment and participate in the discussion regarding appropriate discipline
- Provide leadership in district dropout recovery efforts; researches, develops and implements anti-drop out plans and procedures
- Trains school administration and staff concerning crisis response measures (e.g. School Resources Officers, train the trainer, etc.) for purpose of ensuring the safety and welfare of students and staff compliance with local, state and federal regulations
- Coordinates with outside agencies for the purpose of providing referrals to families and/or students
- To evaluate the success of student support initiatives and individual learning programs and to produce reports on student achievement and curriculum achievement
- To attend Child Study and Response to Intervention meetings in order to provide updates on support programs and activities, developments in learning support strategies and initiatives and to remain aware of students' responses to their learning interventions
- Assists students with being proactive in making choices that will lead to their success
- Maintains student records for the purpose of complying with mandated requirements.
- Counsels students in matters of attendance and tardiness in accordance to the academy attendance policy
- Prepares materials in written and electronic formats (e.g. reports, memos, letters, presentations, etc.) for the purpose of documenting activities, providing written reference and/or conveying information
- Encourage and work with parents/guardians to actively participate in the decision-making process, designed to impact their child's educational growth
- Conduct meetings (e.g. curriculum, safety, site advisory, special district committees, etc.) for the purpose of coordinating activities and ensuring that school achieves, outcome, district or state objectives

- Participate in the orientation, enrollment, and re-enrollment processes
- Work closely with the parents with the parents of identified students to improve student behavior, attendance, and punctuality
- Provide technical assistance to parents and students in developing the skills needed to function effectively in a working relationship between home and school.
- Contacts parents/guardians by phone, mail, and home visits in accordance with the Academy attendance policy
- Ascertain the level of parents and students educational values and make recommendations for changes as necessary.
- Work closely with staff to identify habitually absent and implement strategies to increase student attendance
- Consult with building principals, guidance counselors, child study team members, and parents/guardians regarding the development of interventions for improving daily student attendance and the overall retention rate of each Academy
- Compose detailed documentation, maintain accurate records, and prepare reports in a timely manner
- Display ethical behavior in working with students, parents, school personnel, and outside agencies associated with the Kalamazoo Covenant Academy
- Protect confidentiality of records and information gained as part of exercising professional duties and use discretion in sharing such information within the legal confines
- Serve as a role model for students and staff in demonstrate positive attitude, appropriate attire, personal grooming, and an effective work ethic
- Communicates high expectations
- Maintain and regular and reliable attendance
- Works in a professional and cooperative manner with others to achieve duties and responsibilities
- Follows the dress code as stated in the employee manual
- School activities — the Student Support Manager is required to attend and/ or participate in such other activities as directed by the Administrator such as: faculty meetings (before or after school hours), open houses, commencement exercises, chaperone student activities, provide guidance for students, participate on faculty committees, study and help resolve school problems, and participate in the preparation of courses of study – these activities demonstrate valuable support for the Kalamazoo Covenant Academy
- Acts in accordance to the directives and assignments given by the Administrator
- Has read and agreed to abide by the policies, directives, and guidelines as stated in all Kalamazoo Covenant Academy manuals pertinent to the position

Essential Skills and Abilities

- Ability to understand the awareness of and sensitivity to the needs of homeless and at-risk youth that Kalamazoo Covenant Academy serves
- Thorough knowledge of Federal, State, and District laws, policies, procedures, and best practices regarding student discipline
- Ability to lead the development of continuous improvement and ability to facilitate Results-based decision making

- Must be skilled in collaborative leadership of individuals and groups
- Ability to successfully manage multiple tasks, projects and responsibilities
- Knowledge of accepted and effective techniques for working with at risk youth with diverse family dynamic
- An aptitude and working knowledge of computer courseware and hardware
- Ability to impact student retention through mentoring, motivation, and monitoring practices

Qualifications

- Bachelor's Degree; Master's Degree preferred in counseling, social work, psychology, education, or related field
- Minimum of five years providing counseling or social work services to at-risk youth
- Hold and maintain a valid driver's license and have a reliable vehicle for transportation
- Have excellent integrity and demonstrate good moral character and initiative
- Demonstrate the ability to communicate effectively both orally and in writing
- Proficient in computer applications
- Effective organizational skills with the ability to multitask
- Satisfactory completion of criminal history check

This job description is a summary of the responsibilities, duties, knowledge, skills, experience, abilities and qualifications associated with this position. It is not an exhaustive list and may be changed at any time.

Kalamazoo Covenant Academy is an equal opportunity employer and will not discriminate against any otherwise qualified employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, national origin, age, sex, height, weight, marital status, disabilities or other legally protected status.

I acknowledge that I have received a revised copy of my job description, have reviewed it, and have been given a copy.

Signature

Date



Job Description

Position: Student Support Specialist

Reports to: Administrator

General Description: The Student Support Specialist shall serve the education process by providing pupil support services for students with behavior challenges, social and emotional problems, health and safety matters, and academic issues; effectively creates an atmosphere to meet student needs through prevention, identification, and intervention. This is a grant-funded position, employment continuation is directly dependent upon funds availability and job performance.

Primary Responsibilities

- Understands, accepts, and abides by the Kalamazoo Covenant Academy philosophy and mission statement in all his/her school activities
- Assist with the team approach (students, family, teachers, advocate, and administrator) to access appropriate, intervention plan, risk assessment and participate in the discussion regarding appropriate discipline
- Coordinates with outside agencies for the purpose of providing referrals to families and/or students Intervenes in occurrences of inappropriate behavior of students for the purpose of assisting students in modifying such behavior and developing successful interpersonal skills.
- To evaluate the success of student support initiatives and individual learning programs and to produce reports on student achievement and curriculum achievement
- To attend Child Study and Response to Intervention meetings in order to provide updates on support programs and activities, developments in learning support strategies and initiatives and to remain aware of students' responses to their learning Interventions
- Works with the teacher to determine the instructional needs of each 31a student
- Provides one-on-one and small group tutoring in reading and math
- Maintains student files as required by the needs of federal, state, and local guidelines to track student progress
- Assists students with being proactive in making choices that will lead to their success
- Maintains student records for the purpose of complying with mandated requirements.
- Counsels students in matters of attendance and tardiness in accordance to the academies attendance policy
- Prepares materials in written and electronic formats (e.g. reports, memos, letters, presentations, etc.) for the purpose of documenting activities , providing written reference and/or conveying information
- Encourage and work with parents/guardians to actively participate in the decision-making process, designed to impact their child's educational growth
- Participate in the orientation, enrollment, and re-enrollment processes for the purpose of identifying and providing intervention measures to ensure student success
- Work closely with the parents with the parents of identified students to improve student behavior, attendance, and punctuality

- Provide technical assistance to parents and students in developing the skills needed to function effectively in a working relationship between home and school.
- Ascertain the level of parents and students educational values and make recommendations for changes as necessary.
- Display ethical behavior in working with students, parents, school personnel, and outside agencies associated with the Kalamazoo Covenant Academy
- Protect confidentiality of records and information gained as part of exercising professional duties and use discretion in sharing such information within the legal confines
- Serve as a role model for students and staff in demonstrate positive attitude, appropriate attire, personal grooming, and an effective work ethic
- Communicates high expectations
- Works in a professional and cooperative manner with others to achieve duties and responsibilities
- Follows the dress code as stated in the employee manual
- Has read and agreed to abide by the policies, directives, and guidelines as stated in all Kalamazoo Covenant Academy manuals pertinent to the position

Essential Skills and Abilities

- Ability to understand the awareness of and sensitivity to the needs of homeless and at-risk youth that Kalamazoo Covenant Academy serves
- Awareness of Section 31a laws, regulations, and compliance requirements
- Knowledge of accepted and effective techniques for working with at risk youth with diverse family dynamics
- An aptitude and working knowledge of computer courseware and hardware
- Ability to impact student retention through mentoring, motivation, and monitoring practices

Qualifications

- Bachelor's Degree in the field of social work, psychology, education, or related field
- Minimum of three years of experience working with at-risk youth
- Hold and maintain a valid driver's license and have a reliable vehicle for transportation
- Have excellent integrity and demonstrate good moral character and initiative
- Demonstrate the ability to communicate effectively both orally and in writing
- Proficient in computer applications
- Effective organizational skills with the ability to multitask
- Satisfactory completion of criminal history check

This job description is a summary of the responsibilities, duties, knowledge, skills, experience, abilities and qualifications associated with this position. It is not an exhaustive list and may be changed at any time.

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tenure, terms, conditions or privileges of employment because of race, color, religion, national origin, age, sex, height, weight, marital status, disabilities or other legally protected status.

I acknowledge that I have received a revised copy of my job description, have reviewed it, and have been given a copy.

Signature

Date

SCHEDULE 7-4

METHODS OF ACCOUNTABILITY AND PUPIL ASSESSMENT

SCHEDULE 7-4

Grand Valley State University shall evaluate the success of the Academy by considering multiple areas of performance. A Comprehensive Performance Review (CPR) system will be established by Grand Valley State University Charter Schools Office and shall include, but not be limited to, the performance of the Academy in the areas of student performance, board governance, organizational performance, compliance reporting, facility conditions, fiscal strength and reporting and other pertinent performance data, as required by federal and state law, the authorizing contract, or desired by the authorizer for review.

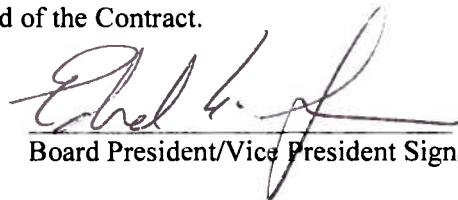
Included in the Comprehensive Performance Review shall be the requirements of Article VI Section 6.5 of the authorizing agreement, which states:

Section 6.5. Methods of Accountability. In addition to those set forth in this Section 6.5, the Academy shall evaluate its pupils' work based on the assessment strategies identified in the Schedules. To the extent applicable, the pupil performance of the Academy shall be assessed using at least the approved state standardized assessment designated under the Code. The Academy shall provide the University Charter Schools Office with copies of reports, assessments and test results concerning the following:

- a) educational outcomes achieved by pupils attending the Academy and other reports reasonably requested by the University Charter Schools Office;
- b) an assessment of the Academy's student performance at the end of each academic school year or at such other times as the University Board may reasonably request;
- c) an annual education report in accordance with the Code;
- d) an annually administered nationally recognized norm-referenced achievement test for the Academy's grade configuration, or a program of testing approved by the University Charter Schools Office Director; and
- e) all tests required under Applicable Law.


The University Board may use such reports, assessments and test results in making its decision to revoke, terminate, or not issue a new contract at the end of the Contract.

Date: JULY 13, 2015


Board President/Vice President Signature

Secretary's Certification:

I certify that the foregoing resolution was duly adopted by the KALAMAZOO COVENANT ACADEMY Board of Directors at a properly noticed open meeting held on the 13th day of JULY, 2015, at which a quorum was present.


Board Secretary

SCHEDULE 7-5

ACADEMY'S ADMISSION POLICIES AND CRITERIA

KALAMAZOO COVENANT ACADEMY

ENROLLMENT AND APPLICATION OF PUPILS

ADMISSION POLICY AND CRITERIA

The school will comply with all applicable federal and state laws related to admissions and enrollment, including Section 504 of the Michigan Revised School Code and the ESA.

Non-Discrimination

The school will not discriminate on the basis of intellectual or athletic abilities, measures of achievement or aptitude, disability, status as a handicapped person, homeless status, English proficiency, religion, creed, race, sex, color, national origin or any other basis that would be illegal for an existing school district.

Open Enrollment Period and Notice

The "Open Enrollment Period" is from the first day of school of the current school year until 5:00 p.m. on the last day of business in February of the current school year, during which period the Academy shall include opportunities to enroll on evenings and weekends. Notice of the Open Enrollment Period and application process will be designed to inform the persons most likely to be interested in the school and to advise the public of its enrollment openings.

The ESP and/or the school will provide notice of open enrollment by (a) printing a legal notice of the enrollment period in a local newspaper of general circulation in the Kalamazoo County ISD area; (b) mailing a written notice of the open enrollment period and an application to all families who inquire about school enrollment; and (c) posting a written notice of the open enrollment period at the school. In addition, notice may also be provided by airing a public service announcement on local television. As part of the enrollment process, the school staff will seek to meet with families, parents and students prior to the first day of school via parent and student orientation meetings. In this way, applicants and their parents will have the opportunity to become fully informed as to the nature and scope of the school, its curriculum, and requirements.

Application Procedures

Interested parties may obtain applications at:

- The offices of the school
- The service center of the ESP at 400 W. Crosstown Parkway, Kalamazoo, MI 49001

Applications will be mailed or faxed to anyone requesting an application by telephone.

Applications for the current school year will be accepted until the end of the current school year and available seats will be filled. Applications for the subsequent school year are received during the Open Enrollment Period. If applications received exceed offered seats in any grade level ("over-subscribed grades"), a random selection process will take place for all grade levels

including under-subscribed grade levels. If applications received are fewer than offered seats in each and every grade level ("under-subscribed grades"), all eligible applicants will be accepted and a random selection process will not be conducted.

All applications received after the Open Enrollment Period will not be eligible to participate in the random selection process, and will be added to the end of the accepted list if offered seats are still available after the random selection process, or to the resulting waiting list created at the time of the random selection process.

Accepted applicants must confirm their intent to attend the school within four weeks of acceptance by returning certain initial forms, including an Admissions Form and an Official Release of Records Form. The school will send letters to parents reminding them of this obligation in order to enroll their child. The school will send all applicants a postcard to inform parents that if the student does not attend the first day of school or call in to request an excused absence by the date and time indicated the student will forfeit his/her registered status in the school and will not be enrolled. The school will attempt to call all applicants who have not responded to inquire whether the applicant is still planning to attend.

Once students are enrolled and remain enrolled, they will remain eligible to be re-enrolled at the school for successive years without having to reenter the random selection process. However, they will be requested to complete a re-enrollment form by the end of the Open Enrollment Period showing intent to re-enroll for the subsequent school year. All applicants on a waiting list must resubmit an application for the following school year during the next Open Enrollment Period.

Standby Opportunity Plan

The Standby Opportunity Plan (SOP) is a procedure by which the school may decide to revise its waiting list on the first day of school. If the school follows this procedure, the school will send all applicants on the waiting list a registration card prior to the first day of school. To be included in the SOP, the applicant must return the card to the school by the date indicated and include phone numbers where the applicant can be reached the first day of school between the times listed on the card. In the event of an offered seat becoming available, the school will attempt to reach the parent participating in the SOP and offer the seat. If the school cannot reach the parent at the phone numbers and during the times provided on the card, the school will contact the next person on the waiting list who is participating in the SOP. If a student participates in the SOP and a seat is not available for them, they will receive a higher waiting list priority than those students who did not participate.

Random Selection Process

The random selection process shall be open to the public, and the school will notify all applicants of the time and place. A neutral third party person will be present during the random selection process. This person will not be related to any student, staff member, or anyone applying to the school. Names will be randomly selected until all offered seats have been filled. Any remaining names will be randomly selected to establish waiting list priority used to fill offered seats prior to and during the school year for which the student applied. After all eligible names have been

randomly selected the school will add the names of applicants who submitted applications after the Open Enrollment Period in the order in which they were received. The random selection process will be videotaped. In the event of any discrepancy, the video tape will be the official record of placement of students.

Class Size and Offered Seats

Class size and offered seats will be recommended by the ESP and submitted to the school board of directors for approval. In order to make provision for student attrition (reenrolling students who indicate that they are coming back but do not return on the first day of school) and erosion (new students who have been accepted for offered seats but are absent without excuse on the first day of school), the school may over-subscribe grades. The number of students to be over-subscribed will be determined based on historical and forecasted attrition and erosion. In addition, the number of classrooms may fluctuate in the event the number of students enrolled warrants the increase or decrease in number of classrooms. In no event will over-subscription, or fluctuations in the number of classrooms result in a violation of any provision or limit contained within the school's charter or applicable law.

Enrollment Preferences

Enrollment preference is first given to currently enrolled students and, for given school year, those pupils who were enrolled at the PSA facility on the last day of instruction of the prior academic year, to the extent that any required approval is obtained. Next preference is given to the following ordered categories of applicants:

- Siblings of currently enrolled students
- Siblings of students selected in the random selection process
- All remaining applicants.

If a student is selected for a grade level that still has offered seats available and the student has a sibling applying for a grade that no longer has offered seats available, the student will be accepted for his/her grade level and the student's sibling will be placed on the waiting list for his/her grade level with sibling preference. Therefore, while sibling preference applies, siblings are not guaranteed a seat.

Procedural Steps

Step 1: Setup

A list with the name of each student who submitted an application during the Open Enrollment Period will be created. The list will include the student's name, grade level to which the student is applying, street address, and names and grade levels of any siblings who are also applying for admission to the school.

Step 2: Admission of Applicants Applying for Under-Subscribed Grades

A neutral third-party person will randomly select the names of each applicant for each under-subscribed grade level. If the accepted student has siblings who are also

applying for admission, the siblings will be accepted if there are offered seats available, or placed on the waiting list with sibling preference if offered seats are not available. This admissions process will continue for the successive under-subscribed grades for all students until all names have been selected with their associated siblings.

Step 3: Admission of Applicants Applying for Over-Subscribed Grades

A neutral third-party person will then randomly select the order in which oversubscribed grades will be filled. Student will be randomly selected for available seats or placed on the waiting list if an offered seat is not available. If the selected student is accepted and has siblings who are also applying for admission, the siblings will be accepted if there are offered seats available or placed on the waiting list with sibling preference if offered seats are not available. If the selected student is placed on the waiting list and has siblings who are also applying, the siblings' names will not be selected at this time, but will wait until their grade level is selected.

Step 4: Waiting List Priority

Students will continue to be randomly selected until all names are selected. After a grade level's seats are full, all remaining names will be placed on the waiting list in the order in which they are selected. Applications received after the Open Enrollment Period will be added to the end of the waiting list for the appropriate grade in the order in which they were received.

When a seat becomes available in a particular grade due to attrition, erosion, or other event, if that particular grade has a waiting list, that available seat will be filled by the first student on the waiting list for that particular grade. If a waiting list does not exist for that particular grade, but exists for another grade, the school may (subject to applicable enrollment limits and board approved offered seats) fill the available seat using the first student on the waiting list in a different grade, the grade deemed most beneficial to student and school considering class size, teacher capacity, and other school operational factors.

Appeals

Any parent or guardian who wishes to contest or appeal any aspect of the random selection process may do so in writing to the school's board of directors sent to the school's address. Following receipt of the parent's written appeal, a representative of the board of directors will contact the parent to discuss the nature of the concern or objection. Final decisions will be made by the board of directors or its designee.

SCHEDULE 7-6

SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE

2015-16 PROPOSED CALENDAR

KALAMAZOO COVENANT ACADEMY 2015-2016

GRADES 9, 10, 11, 12 SCHOOL CALENDAR

July 2015							7
Su	M	Tu	W	Th	F	Sa	
			1	2	3	4	
5	6	7	8	9	10	11	
12	13	14	15	16	17	18	
19	20	21	22	23	24	25	
26	27	28	29	30	31		

August 2015							21
Su	M	Tu	W	Th	F	Sa	
						1	
2	3	4	5*	6	7	8	
9	10	11	12	13	14	15	
16	17	18	19	20	21	22	
23	24	25*	26	27	28	29	
30	31						

September 2015							19
Su	M	Tu	W	Th	F	Sa	
		1	2	3	4	5	
6	7	8	9	10	11	12	
13	14	15	16	17	18	19	
20	21	22	23*	24	25	26	
27	28	29	30				

October 2015							22
Su	M	Tu	W	Th	F	Sa	
				1	2	3	
4	5	6	7	8	9	10	
11	12	13	14	15	16	17	
18	19	20	21	22	23	24	
25	26	27*	28	29	30	31	

November 2015							17
Su	M	Tu	W	Th	F	Sa	
1	2	3	4	5	6	7	
8	9	10	11*	12	13	14	
15	16	17	18	19	20	21	
22	23	24	25	26	27	28	
29	30						

December 2015							14
Su	M	Tu	W	Th	F	Sa	
		1	2	3	4	5	
6	7	8*	9	10	11	12	
13	14	15	16	17	18	19	
20	21	22	23	24	25	26	
27	28	29	30	31			

January 2016							19
Su	M	Tu	W	Th	F	Sa	
					1	2	
3	4	5	6	7	8	9	
10	11	12	13	14	15	16	
17	18	19	20	21	22	23	
24	25	26	27	28	29	30	
31							

February 2016							20
Su	M	Tu	W	Th	F	Sa	
	1	2	3	4	5	6	
7	8	9	10	11	12	13	
14	15	16	17	18	19	20	
21	22	23	24*	25	26	27	
28	29						

March 2016							23
Su	M	Tu	W	Th	F	Sa	
		1	2	3	4	5	
6	7	8	9	10	11	12	
13	14	15	16	17	18	19	
20	21	22*	23	24	25	26	
27	28	29	30	31			

April 2016							15
Su	M	Tu	W	Th	F	Sa	
					1	2	
3	4	5	6	7	8	9	
10	11	12	13	14	15	16	
17	18	19	20*	21	22	23	
24	25	26	27	28	29	30	

May 2016							21
Su	M	Tu	W	Th	F	Sa	
1	2	3	4	5	6	7	
8	9	10*	11	12	13	14	
15	16	17	18	19	20	21	
22	23	24	25	26	27*	28	
29	30	31					

June 2016							22
Su	M	Tu	W	Th	F	Sa	
			1	2	3	4	
5	6	7	8*	9	10	11	
12	13	14	15	16	17	18	
19	20	21*	22	23	24	25	
26	27	28	29	30			

	School Closed/Holidays
PD	Full Day PD (no school for students)
*	All students attend AM only; PD in PM
	Report Cards
	Classes in/Parent Conferences in PM
	Regular 2 Session Day Schedule
	MME Exams & Makeup
	Count Day

Total Instructional Days
(Instructional day = 4 Hours)

220 Days

Total Instructional Hours
Waiver Request
(Emergency Days: 6)

880 Hours
878
24 Hours

PD/In-Services: 4 Full & 13 Half Days) 67 Hours
(Full Day PD 8am-3pm; Half Day PD, 12:30-3:30)



Proposed School Calendar and School Day Schedule

Academic Schedule

The curriculum is a combination of academics, life skills preparation, and employment training. Each student works on an individualized computer program, participates in small group session, and completes independent work in order to earn credits for graduation. Students also have access to electronic courseware for their academic lessons and employment exploration. One-on-one tutoring is also available, if needed. Students attend one academic session per day, Monday-Friday. Session enrollment is determined by capacity and availability. Students may attend an additional session, if space is available.

Session I: 7:30am-11:30am

Session II: 11:30am-3:30pm

Kalamazoo Covenant Academy operates a year around educational program.

The Board-Approved Calendar for the 2015-2016, consists of **220** days of instruction or **880** hours of instruction.

School Schedule 2015-16

The projected opening of the school is August 31, 2015. The starting date and proposed date for teachers to report will be August 24, 2015. The calendar will reflect vacation windows consistent with the school calendar required by public schools in Kalamazoo County. Kalamazoo Covenant Academy will apply to the Michigan Department of Education for an Attendance Waiver, which will reduce the daily attendance requirement to provide students with a flexible schedule. The goal is to provide year-round instruction based on a 50% attendance waiver from the Michigan Department of Education. The following is an example of how the year-round school calendar would run during 2015-16 School Year:

SCHEDULE 7-7

AGE/GRADE RANGE OF PUPILS ENROLLED



KALAMAZOO COVENANT ACADEMY

Grade Levels & Ages

Student Population

Academy Year	Grade Levels	Ages	Min	Max
2015-2016	9-12	16-22	100	400
2016-2017	9-12	16-22	125	400
2017-2018	9-12	16-22	150	400
2018-2019	9-12	16-22	175	400
2019-2020	9-12	16-22	200	400

Kalamazoo Covenant Academy will serve students ages 16 through 22 (and up to age 26 for special needs student), ranging from grades 9-12. The ages of the students and the corresponding grade levels will be largely dependent on the demand of the community and the surrounding geographical locations. The total enrollment of Kalamazoo Covenant Academy is expected to increase to 200 students by its fifth year of operation.

The student population to be served by Kalamazoo Covenant Academy is likely to be multiple grades below their peers in reading, English language performance and math skills. The students will in most cases be dropouts or on the verge of dropping out. Approximately 20% to 25% of them will be unable to attend regular public schools because they have aged out or are close to aging out. Most will present with a variety of compounding personal circumstances that put them highly at risk of ever achieving their high school diplomas. Almost half of them will qualify as “homeless” under the federal McKinney-Vento Act because they do not live with custodial parents or legal guardians.

This describes the kind of student that Kalamazoo Covenant Academy will serve. They are highly at-risk, underachieving students who have fallen behind academically and who have dropped out or have been forced out of traditional schools, sometimes because of recurring disciplinary issues related to their frustrations and lack of performance. However, these are not the kind of students one finds in “strict discipline academies”. These are students who have decided to return to high school, and once properly counseled as to how they can achieve their goals, seldom present any disciplinary challenges in the school.

Kalamazoo Covenant Academy offers the uniqueness of a blended curriculum: a strong online, computer-based component and direct instruction for students requiring more traditional, face-to-face support. Most of the students to be served by Kalamazoo Covenant Academy bring a variety of academic, personal and social challenges, including low reading and math skills, poverty, encounters with the criminal justice system, being teenage parents, having to support other family members, and homelessness. Kalamazoo Covenant Academy offers the critical component of additional time needed to serve these students because they may remain in school until age 22. The blended curriculum and support services at Kalamazoo Covenant Academy work together to provide the kind of wraparound services needed to adequately address the needs of the students. Some students actually have the skills to thrive in the accelerated computer-based program (Edgenuity), but may require other kinds of emotional and social support to remain in school, to stay focused and to succeed; others need a great deal more guidance and intervention to get them up to speed in their basic academic and social skills.

Most important, Kalamazoo Covenant Academy starts with a strong philosophy that puts the needs of the students first. Kalamazoo Covenant Academy helps motivate students by providing each with an individualized Education Development Plan (EDP) and a clear path to achieving their educational goals. Our first goal, after getting students back into school, is retention - making sure they stay in school. The second goal is progress – academically, socially and in developing life skills. Sometimes it is incremental, gradual progress, often measured in non-traditional, alternative ways. When the first two goals are met, graduation for students is often an inevitable outcome as a third goal. Kalamazoo Covenant Academy understands that not all students who come to the program vastly behind academically will make it to graduation. They will, however, all demonstrate measured progress in terms of their ability to function as responsible citizens of their communities, most of them capable of getting and holding onto jobs they otherwise may not have been capable of even accessing. As embedded in our mission, the entire Kalamazoo Covenant Academy staff approaches students in a non-judgmental way, demonstrating the kind of respect and the love one would expect from parents. That kind of treatment is at the core of the Kalamazoo Covenant Academy's guiding philosophy, which does produce desired outcomes.

SCHEDULE 7-8

**ADDRESS AND DESCRIPTION OF PROPOSED PHYSICAL PLANT; LEASE
OR DEED FOR PROPOSED SITE; OCCUPANCY CERTIFICATE**



KALAMAZOO COVENANT ACADEMY

Building Description

KALAMAZOO Covenant Academy, 400 W. Crosstown Parkway, Kalamazoo, Michigan 49001: The Kalamazoo Covenant Academy is a brick structure (approximately 16,000 total square feet), flat roof, circa 1956, situated in a commercial area between S. Westnedge Ave and S. Park Street, just north of W. Crosstown Parkway. This is a two-story building with office space, elevator, conference rooms, and will have at-least 7 classrooms after the renovations are complete. The building is situated on a 2.04 square acre parcel. The academy will be a combination of computer labs and direct instruction classrooms. Renovations to the structure will begin soon, and will include the creation of 7 classrooms on the second floor, an additional stairwell for second floor egress, internet connectivity wiring, and general cosmetic upgrades.

**Chicago Title of Michigan, Inc.**

941 W. Milham Rd, Portage, MI 49024
Phone: (269)321-3055 | FAX: (269)321-3051

SELLER'S STATEMENT

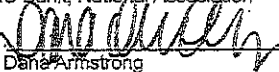
Settlement Date: September 1, 2016 Escrow Number: CT-871-390652335zCML
Disbursement Date: September 1, 2016 Escrow Officer: April Holm
Buyer: Kalamazoo Covenant Academy, a Michigan non-profit corporation (100.000000%)
125 Catherine St.
Muskegon, MI 49442
Seller: PNC Bank, National Association (100.000000%)
c/o PNC Realty Services at the Tower at PNC Plaza, 300 Fifth Avenue, 22nd Floor
Pittsburgh, PA 15222
Property: 400, 440 W Crosstown Pkwy; 411 & 415 Den Adel; 1509 S. Westnedge Ave.
Kalamazoo, MI 49007
Pc's in SW 1/4 Section 22 T2S R11W

			\$ DEBIT	\$ CREDIT
FINANCIAL CONSIDERATION				
Contract sales price				200,000.00
Dep. retained by sellers			20,000.00	
PRORATIONS/ADJUSTMENTS				
Summer Proration at	09/01/16-06/30/17	(\$24,137.28 / 365 X 303 days)		20,037.25
\$24,137.28				
Winter Proration at	09/01/16-11/30/16	(\$25,005.68 / 365 X 91 days)		6,217.26
\$25,005.68				
COMMISSIONS				
Listing Broker commission	Callander Commercial		10,000.00	
	Callander Commercial	\$10,000.00		
Selling Broker commission	NAJ Wisinski of West Michigan		10,000.00	
	NAJ Wisinski of West Michigan	\$10,000.00		
TITLE & ESCROW CHARGES				
Wire & Processing Fee	Chicago Title of Michigan, Inc.		25.00	
RECORDING CHARGES				
Affidavit Terminating Lease	Kalamazoo County Register of Deeds		20.00	
<hr/>				
Subtotals			40,045.00	226,254.51
Balance Due TO Seller			186,209.51	
<hr/>				
TOTALS			226,254.51	226,254.51

I have carefully reviewed the Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the Settlement Statement.

SELLER:

PNC Bank, National Association

BY: 
Dana Armstrong
Vice President

Disbursement Date: September 1, 2010

Escrow Officer: April Hottel

Buyer: Kalamazoo Covenant Academy, a Michigan non-profit corporation (100.00000%)
125 Catherine St.
Muskegon, MI 49442

Seller: PNC Bank, National Association (100.00000%)
c/o PNC Realty Services at the Tower at PNC Plaza, 300 Fifth Avenue, 22nd Floor
Pittsburgh, PA 15222

Property: 400, 440 W Crosstown Pkwy; 411 & 415 Den Adel; 1509 S. Westnedge Ave.
Kalamazoo, MI 49007
Pols in SW 1/4 Section 22 T2S R11W

		\$ DEBIT	\$ CREDIT
FINANCIAL CONSIDERATION			
Contract sales price		200,000.00	
Deposit or earnest money	PNC Bank, National Association		20,000.00
PRORATIONS/ADJUSTMENTS			
Summer Proration	09/01/16-06/30/17 (\$24,137.28 / 365 X 303 days)	20,037.25	
Winter Proration	09/01/16-11/30/16 (\$25,005.68 / 366 X 91 days)	6,217.26	
TITLE & ESCROW CHARGES			
Owner's policy premium	Chicago Title of Michigan, Inc.	1,084.25	
Closing Fee	Chicago Title of Michigan, Inc.	550.00	
Recording & Handling Fee	Chicago Title of Michigan, Inc.	25.00	
Policies to be issued:			
Owners Policy			
Coverage: \$200,000.00			
RECORDING CHARGES			
Recording fees	Kalamazoo County Register of Deeds	50.00	
City/County tax/stamps	Kalamazoo County Register of Deeds	220.00	
State tax/stamps	Kalamazoo County Register of Deeds	1,500.00	
Tax Certificate	Kalamazoo County Treasurer	5.00	
City Tax Certificate	City of Kalamazoo	10.00	
Subtotals		229,698.76	20,000.00
Balance Due FROM Buyer			209,698.76
TOTALS		229,698.76	229,698.76

I have carefully reviewed the Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the Settlement Statement.

BUYER:

Kalamazoo Covenant Academy, a Michigan non-profit corporation

BY: 

Edward G. Snyder
President



Chicago Title of Michigan, Inc.

941 W. Milham Rd, Portage, MI 49024
Phone: (269)321-3055 | FAX: (269)321-3051

BUYER'S STATEMENT

Settlement Date: September 1, 2016
Disbursement Date: September 1, 2016
Buyer: Kalamazoo Covenant Academy, a Michigan non-profit corporation (100.00000%)
125 Catherine St.
Muskegon, MI 49442
Seller: PNC Bank, National Association (100.00000%)
c/o PNC Realty Services at the Tower at PNC Plaza, 300 Fifth Avenue, 22nd Floor
Pittsburgh, PA 15222
Property: 400, 440 W Crosstown Pkwy; 411 & 415 Den Adel; 1509 S. Westnedge Ave.
Kalamazoo, MI 49007
Pcls in SW 1/4 Section 22 T2S R11W

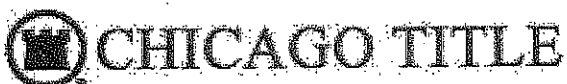
		\$ DEBIT	\$ CREDIT
FINANCIAL CONSIDERATION			
Contract sales price		200,000.00	
Deposit or earnest money	PNC Bank, National Association		20,000.00
PRORATIONS/ADJUSTMENTS			
Summer Proration	09/01/16-06/30/17 (\$24,137.28 / 365 X 303 days)	20,037.25	
Winter Proration	09/01/16-11/30/16 (\$25,005.68 / 366 X 91 days)	6,217.26	
TITLE & ESCROW CHARGES			
Owner's policy premium	Chicago Title of Michigan, Inc.	1,084.25	
Closing Fee	Chicago Title of Michigan, Inc.	550.00	
Recording & Handling Fee	Chicago Title of Michigan, Inc.	25.00	
Policies to be issued:			
Owners Policy			
Coverage: \$200,000.00			
RECORDING CHARGES			
Recording fees	Kalamazoo County Register of Deeds	50.00	
City/County tax/stamps	Kalamazoo County Register of Deeds	220.00	
State tax/stamps	Kalamazoo County Register of Deeds	1,500.00	
Tax Certificate	Kalamazoo County Treasurer	5.00	
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Subtotals		229,698.76	20,000.00
Balance Due FROM Buyer			209,698.76
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BUYER:

Kalamazoo Covenant Academy, a Michigan non-profit corporation

BY: _____
Edward G. Snyder
President



DISCLOSURE AND ACKNOWLEDGMENT

Date: September 1, 2016

Escrow No.: 390652335zCML

Reference: Kalamazoo Covenant Academy, a Michigan non-profit corporation/PNC Bank, National Association

Property: 400, 440 W Crosstown Pkwy; 411 & 415 Den Adel; 1509 S. Westnedge Ave., Kalamazoo, MI 49007

By signing this statement the undersigned acknowledge the following:

1. That Chicago Title of Michigan, Inc. IS NOT ACTING AS MY AGENT, ATTORNEY, REPRESENTATIVE OR FIDUCIARY at this real estate closing.
2. That Chicago Title of Michigan, Inc.'s representative who has attended this closing represents only Chicago Title of Michigan, Inc. and/or its agents/underwriters.
3. That Chicago Title of Michigan, Inc.'s representative has identified certain documents to me as he or she has presented them to me for signing, and HAS NOT GIVEN ME ANY LEGAL ADVICE as to the meaning or effect of the documents.
4. That I/we have been furnished all of the closing documents relevant to my/our part or portion of the subject transaction, including the pamphlet regarding MICHIGAN'S LAND DIVISION ACT, if it is applicable to the transaction, and I/we am/are responsible for my/our own failure to have read and/or understand said documents. I/WE UNDERSTAND THAT CHICAGO TITLE OF MICHIGAN, INC. IS NOT RESPONSIBLE FOR EXPLAINING THE EFFECT OF THE DOCUMENTS.
5. That I/we do hereby agree, if requested by Escrow Agent, to fully cooperate and adjust, fix or amend any errors, clerical or otherwise, that may be discovered relative to any of the closing documentation being presented and/or executed herein.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

BUYER(S):

Kalamazoo Covenant Academy, a Michigan non-profit corporation

BY: _____
Edward G. Snyder
President

Date

SELLER(S):

PNC Bank, National Association

BY: *Dana Armstrong*
Dana Armstrong
Vice President

8/31/2016
Date

Escrow No.: 390652335zCML

Reference: Kalamazoo Covenant Academy, a Michigan non-profit corporation/PNC Bank, National Association

Property: 400, 440 W Crosstown Pkwy; 411 & 415 Den Adel; 1509 S. Westnedge Ave., Kalamazoo, MI 49007

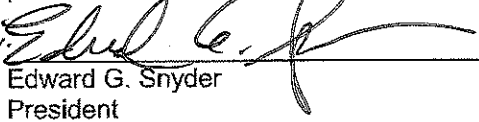
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1. That Chicago Title of Michigan, Inc. IS NOT ACTING AS MY AGENT, ATTORNEY, REPRESENTATIVE OR FIDUCIARY at this real estate closing.
2. That Chicago Title of Michigan, Inc.'s representative who has attended this closing represents only Chicago Title of Michigan, Inc. and/or its agents/underwriters.
3. That Chicago Title of Michigan, Inc.'s representative has identified certain documents to me as he or she has presented them to me for signing, and HAS NOT GIVEN ME ANY LEGAL ADVICE as to the meaning or effect of the documents.
4. That I/we have been furnished all of the closing documents relevant to my/our part or portion of the subject transaction, including the pamphlet regarding MICHIGAN'S LAND DIVISION ACT, if it is applicable to the transaction, and I/we am/are responsible for my/our own failure to have read and/or understand said documents. I/WE UNDERSTAND THAT CHICAGO TITLE OF MICHIGAN, INC. IS NOT RESPONSIBLE FOR EXPLAINING THE EFFECT OF THE DOCUMENTS.
5. That I/we do hereby agree, if requested by Escrow Agent, to fully cooperate and adjust, fix or amend any errors, clerical or otherwise, that may be discovered relative to any of the closing documentation being presented and/or executed herein.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

BUYER(S):

Kalamazoo Covenant Academy, a Michigan non-profit corporation

BY: 
Edward G. Snyder
President

9/1/16
Date

SELLER(S):

PNC Bank, National Association

BY: _____
Dana Armstrong
Vice President

Date



NOTICE OF SETTLEMENT AGENT RESPONSIBILITY

April Holm, Commercial Closer
Chicago Title of Michigan, Inc.
941 W. Milham Rd
Portage, MI 49024
Phone: (269)321-3055 Fax: (269)321-3051

Date: September 1, 2016
Escrow No.: 390652335zCML
Seller(s): PNC Bank, National Association
Buyer(s): Kalamazoo Covenant Academy, a
Michigan non-profit corporation
Property: 400, 440 W Crosstown Pkwy; 411 & 415
Den Adel; 1509 S. Westnedge Ave.
Kalamazoo, MI 49007

The Foreign Investment in Real Property Tax Act (FIRPTA), Title 26 U.S.C., Section 1445, and the regulations there under, provide in part, that a transferee (buyer) of a U.S. real property interest from a foreign person must withhold a statutory percentage of the amount realized on the disposition, report the transaction and remit the withholding to the Internal Revenue Service (IRS) within twenty (20) days after the transfer. Chicago Title of Michigan, Inc. will not determine nor aid in the determination of whether the FIRPTA withholding provisions are applicable to the subject transaction, nor act as a Qualified Substitute under state or federal law, nor furnish tax advice to any party to the transaction. Chicago Title of Michigan, Inc. will not determine nor aid in the determination of whether the transaction will qualify for an exception or an exemption and is not responsible for the filing of any tax forms with the IRS as they relate to FIRPTA, nor responsible for collecting and holding of any documentation from the buyer or seller on the buyer's behalf for the purpose of supporting a claim of an exception or exemption. Chicago Title of Michigan, Inc. is not an agent for the buyer for the purposes of receiving and analyzing any evidence or documentation that the seller in the subject transaction is a U.S. citizen or resident alien. Chicago Title of Michigan, Inc. is not responsible for the payment of this tax and/or penalty and/or interest incurred in connection therewith and such taxes are not a matter covered by the Owner's Policy of Title Insurance to be issued to the buyer. Chicago Title of Michigan, Inc. is not responsible for the completion of any IRS documents or related forms related to the referenced statute. The buyer is advised: they must independently make a determination of whether the contemplated transaction is subject to the withholding requirement; bear full responsibility for compliance with the withholding requirement if applicable and/or for payment of any tax, interest, penalties and/or other expenses that may be due on the subject transaction; and they are responsible for the completion of any and all forms, including but not limited to applicable IRS documentation, and the mailing of those forms. The Buyer is advised any forms, documents, or information received from Chicago Title of Michigan, Inc. is not tax or legal advice and should not be construed as such nor treated as a complete representation of FIRPTA requirements. Buyer should seek outside counsel from a qualified individual to determine any and all implications of the referenced statute.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

PURCHASER(S):

Kalamazoo Covenant Academy, a Michigan non-profit corporation

BY: 

Edward G. Snyder
President

9/1/16
Date

This form is issued under authority of P.A. 415 of 1994. Filing is mandatory.

Property Transfer Affidavit

This form must be filed whenever real estate or some types of personal property are transferred (even if you are not recording a deed). **The completed Affidavit must be filed by the new owner with the assessor for the city or township where the property is located within 45 days of the transfer.** The information on this form is NOT CONFIDENTIAL.

1. Street Address of Property 400, 440 W Crosstown Pkwy; 411 & 415 Den Adel; 1509 S. Westnedge Ave.	2. County Kalamazoo	3. Date of Transfer (or land contract was signed) September 1, 2016
4. Location of Real Estate (Check appropriate field and enter name in the space below.) <input checked="" type="checkbox"/> City <input type="checkbox"/> Township <input type="checkbox"/> Village Kalamazoo	5. Purchase Price of Real Estate \$200,000.00	
6. Seller's (Transferor) Name PNC Bank, National Association		8. Buyer's (Transferee) Name and Mailing Address Kalamazoo Covenant Academy, a Michigan non-profit corporation 125 Catherine St. Muskegon, MI 49442
6. Property Identification Number (PIN). If you don't have a PIN, attach legal description. PIN. This number ranges from 10 to 25 digits. It usually includes hyphens and sometimes includes letters. It is on the property tax bill and on the assessment notice. 3906-22-356-001, 3906-22-360-002, 3906-22-355-001, 3906-22-351-011 and 3906-22-351-012		9. Buyer's (Transferee) Telephone Number

Items 10-15 are optional. However, by completing them you may avoid further correspondence.

10. Type of Transfer. <u>Transfers</u> , include, but are not limited to, deeds, land contracts, transfers involving trusts or wills, certain long-term leases and business interest. See page 2 for list. <input type="checkbox"/> Land Contract <input type="checkbox"/> Lease <input type="checkbox"/> Deed <input type="checkbox"/> Other (specify) _____		
11. Was this property purchased from a financial institution? <input type="checkbox"/> Yes <input type="checkbox"/> No	12. Is the transfer between related persons? <input type="checkbox"/> Yes <input type="checkbox"/> No	13. Amount of Down Payment
14. If you financed the purchase, did you pay market rate of interest? <input type="checkbox"/> Yes <input type="checkbox"/> No		15. Amount Financed (Borrowed)

EXEMPTIONS

Certain types of transfers are exempt from uncapping. If you believe this transfer is exempt, indicate below the type of exemption you are claiming. If you claim an exemption, your assessor may request more information to support your claim.

- ☐ Transfer from one spouse to the other spouse
- ☐ Change in ownership solely to exclude or include a spouse
- ☐ Transfer between certain family members *(see page 2)
- ☐ Transfer of that portion of a property subject to a life lease or life estate (until the life lease or life estate expires)
- ☐ Transfer between certain family members of that portion of a property after the expiration or termination of a life estate or life lease retained by transferor ** (see page 2)
- ☐ Transfer to effect the foreclosure or forfeiture of real property
- ☐ Transfer by redemption from a tax sale
- ☐ Transfer into a trust where the settlor or the settlor's spouse conveys property to the trust and is also the sole beneficiary of the trust
- ☐ Transfer resulting from a court order unless the order specifies a monetary payment
- ☐ Transfer creating or ending a joint tenancy if at least one person is an original owner of the property (or his/her spouse)
- ☐ Transfer to establish or release a security interest (collateral)
- ☐ Transfer of real estate through normal public trading of stocks
- ☐ Transfer between entities under common control or among members of an affiliated group
- ☐ Transfer resulting from transactions that qualify as a tax-free reorganization under Section 368 of the Internal Revenue Code
- ☐ Transfer of qualified agricultural property when the property remains qualified agricultural property and affidavit has been filed
- ☐ Transfer of qualified forest property when the property remains qualified forest property and affidavit has been filed
- ☐ Transfer of land with qualified conservation easement (land only - not improvements)
- ☐ Other, specify: _____

CERTIFICATION

I certify that the information above is true and complete to the best of my knowledge.

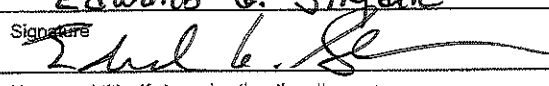
Printed Name Edward G. Snyder		Date September 1, 2016
Signature 		
Name and title, if signer is other than the owner President BOD, CAF	Daytime Phone Number (734) 995-1494	E-mail Address edsnyder24@gmail.com

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 22, TOWN 2 SOUTH, RANGE 11 WEST, CITY OF KALAMAZOO, KALAMAZOO COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS;

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 22;

THENCE NORTH 01 DEGREES 03 MINUTES 32 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION, A DISTANCE OF 692.07 FEET TO A POINT OF INTERSECTION OF THE WEST LINE OF SAID SECTION AND THE CENTERLINE OF BALCH STREET;

THENCE SOUTH 89 DEGREES 33 MINUTES 15 SECONDS EAST, A DISTANCE OF 631.80 FEET TO A POINT OF INTERSECTION OF THE CENTERLINES OF BALCH STREET AND SOUTH PARK STREET BY FOUND MONUMENT;

THENCE NORTH 01 DEGREES 10 MINUTES 39 SECONDS EAST ALONG SAID CENTERLINE OF SOUTH PARK STREET, A DISTANCE OF 646.14 FEET;

THENCE NORTH 89 DEGREES 14 MINUTES 21 SECONDS WEST, A DISTANCE OF 33.00 FEET TO A POINT OF INTERSECTION OF THE SOUTHERLY RIGHT OF WAY OF DEN ADEL COURT AND THE WESTERLY RIGHT OF WAY OF SAID SOUTH PARK STREET AND THE POINT OF BEGINNING;

THENCE SOUTH 01 DEGREES 10 MINUTES 39 SECONDS WEST (D=NORTH) ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID SOUTH PARK STREET, A DISTANCE OF 489.85 FEET (D=489.85');

THENCE SOUTH 58 DEGREES 20 MINUTES 37 SECONDS WEST (D=N56°53"E), A DISTANCE OF 230.52 FEET (D=230.52');

THENCE NORTH 89 DEGREES 33 MINUTES 15 SECONDS WEST (D=N89°24"E), A DISTANCE OF 21.43 FEET (D=22.45');

THENCE NORTH 01 DEGREES 03 MINUTES 32 SECONDS EAST (D=S0°06"E), A DISTANCE OF 125.34 FEET (D=132');

THENCE NORTH 88 DEGREES 37 MINUTES 48 SECONDS WEST (D=N89°24"E), A DISTANCE OF 49.38 FEET (D=51.7');

THENCE NORTH 00 DEGREES 59 MINUTES 53 SECONDS EAST (D=N0°06"E), A DISTANCE OF 66.02 FEET (D=66');

THENCE SOUTH 88 DEGREES 43 MINUTES 09 SECONDS EAST (D=S89°24"W), A DISTANCE OF 132.02 FEET (D=149.76±');

THENCE NORTH 01 DEGREES 18 MINUTES 30 SECONDS EAST (D=SOUTH), A DISTANCE OF 422.92 FEET (D=416.71');

THENCE SOUTH 89 DEGREES 14 MINUTES 21 SECONDS EAST (D=S89°17"W), A DISTANCE OF 131.98 FEET (D=132') TO THE POINT OF BEGINNING.

SUBJECT TO easement for court purposes over the North 7 feet thereof adjoining Den Adel Court, and subject to easements and sanitary restrictions of record in deeds from City of Kalamazoo to the First National Bank & Trust Company of Kalamazoo, and subject to rights of public for highway purposes over the West 33 feet of land described on said deed from DeBruin recorded in Liber 709, Page 527.

Tax Identification No. 39-06-22-356-001.

PARCEL 2:

Beginning at a point in the North line of Balch Street, 165.5 feet East of the East line of West Street, now called Westnedge Avenue; thence North parallel with the East line of Westnedge Avenue to a point 52 rods North of the South line of Section 22, Town 2 South, Range 11 West (said course supposed to be 8 rods); running thence East parallel with the South line of Section 22, 50 feet; running thence South parallel with first course to North line of Balch Street; thence West on North line of Balch Street to place of beginning. ALSO, beginning at a point in the North line of Balch Street in the City of Kalamazoo, 13 rods 1 foot East of the East line of West Street, now Westnedge Avenue; thence North parallel with the East line of Westnedge Avenue to a point 52 rods North of the South line of Section 22, Town 2 South, Range 11 West; thence East 50 feet parallel with the South Section line; thence South parallel with first course to the North line of Balch Street; thence West on North line of Balch Street to the place of beginning. ALSO, beginning at a point in the North line of West Crosstown Parkway (formerly Balch Street) in the City of Kalamazoo, 7 rods East of the East line of Westnedge Avenue (formerly West Street); thence North parallel with the East line of Westnedge Avenue (formerly West Street) to a point 52 rods North of the South line of Section 22, Town 2 South, Range 11 West; thence East 50 feet parallel with the said South Section line; thence South parallel with the East line of Westnedge Avenue to the North line of West Crosstown Parkway; and thence West on said North line to the place of beginning.

Tax Identification No. 39-06-22-360-002

PARCEL 3:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 22, TOWN 2 SOUTH, RANGE 11 WEST, CITY OF KALAMAZOO, KALAMAZOO COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS;

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 22;

THENCE NORTH 01 DEGREES 03 MINUTES 32 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION, SAID LINE ALSO BEING THE CENTERLINE OF WESTNEDGE AVENUE A DISTANCE OF 857.55 FEET;

THENCE SOUTH 88 DEGREES 37 MINUTES 48 SECONDS EAST, A DISTANCE OF 33.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SAID WESTNEDGE AVENUE AND THE POINT OF BEGINNING;

THENCE NORTH 01 DEGREES 03 MINUTES 32 SECONDS EAST (D=SOUTH) ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 131.37 FEET (D=132');

THENCE SOUTH 88 DEGREES 44 MINUTES 14 SECONDS EAST (D=S89°24'W), A DISTANCE OF 283.83 FEET;

THENCE SOUTH 01 DEGREES 17 MINUTES 06 SECONDS WEST (D=SOUTH) TO A POINT ON THE NORTHLINE OF THE SOUTH 52 (858') RODS OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 22 BY FOUND MONUMENTS, A DISTANCE OF 131.90 FEET (D=132');

THENCE NORTH 88 DEGREES 37 MINUTES 48 SECONDS WEST (D=N89°24'E) ALONG SAID NORTH LINE OF THE SOUTH 52 RODS (858'), A DISTANCE OF 283.31 FEET TO THE POINT OF BEGINNING.

Tax Identification No. 39-06-22-355-001.

PARCEL 4:

Commencing on the South line of Den Adel Court 391 feet East of the East line of Westnedge Avenue; thence South 6 rods; thence East 40 feet; thence North 6 rods to the South line of Den Adel Court; and

thence West 40 feet to beginning.

Tax Identification No. 39-06-22-351-011

PARCEL 5:

Beginning at a point 384 feet East of a point in the West line of Section 22, Town 2 South, Range 11 West, which said point in the West line of Section 22 is 1341.765 feet North of the Southwest corner of said Section 22 measured along the West line of said Section 22, said point of beginning being in the South line of what is commonly known as and called Den Adel Court; running thence South parallel with the West line of Section 22, 99 feet; thence East parallel with the South line of Den Adel Court, 40 feet; thence North parallel with first course 99 feet; thence West 40 feet to the place of beginning. Also the right of way for use for general street purposes in common with all other persons owning or occupying lands adjoining or abutting thereon over what is commonly known as and called Den Adel Court, the same being more particularly described as follows: Beginning at the Northeast corner of said above described premises; running thence East 40 feet; thence North parallel with the East line of West Street, 18 feet; thence West to the East line of West Street; thence South on the East line of West Street, 18 feet; thence East to the place of beginning.

Tax Identification No. 39-06-22-351-012

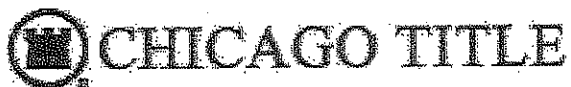
EXHIBIT "B"
QUITCLAIM PARCEL DESCRIPTIONS

PARCELS 1 AND 3:

All that certain piece or parcel of land, situate and being in the City of Kalamazoo, County of Kalamazoo, and State of Michigan, known and described as follows, to-wit:

Commencing on the west line of Section 22, Town 2 South, Range 11 West, at a point 52 rods north of the southwest corner thereof, thence north $89^{\circ} 24'$ east along a line 52 rods north of the south line of said Section 383.7 feet to the west line of land conveyed by the City of Kalamazoo to The First National Bank & Trust Company of Kalamazoo, by deed recorded in Liber 697 Deeds; Page 154 in the Office of the Register of Deeds, Kalamazoo County, Michigan, thence south $0^{\circ} 06'$ east along the west line of said land conveyed to The First National Bank & Trust Company of Kalamazoo 132 feet to the north line of Crosstown Parkway (formerly Balch Street) said point being 383.70 feet east of the west line of said Section 22; thence north $89^{\circ} 24'$ east along said north line of Crosstown Parkway 22.45 feet to an angle in said north line, thence north $56^{\circ} 53'$ east along said north line of Crosstown Parkway 230.52 feet to its intersection with the west line of South Park Street, thence north along the West line of South Park Street, 489.85 feet to the south line of Den Adel Court, (said point being south 316 feet from the south line of Forest Street) thence south $89^{\circ} 17'$ west along the south line of Den Adel Court 132 feet, thence south parallel with the west line of said South Park Street 416.71 feet, thence south $89^{\circ} 24'$ west 149.76 feet more or less to the east line of land conveyed by DeBruin to The First National Bank & Trust Company of Kalamazoo by deed recorded in Liber 709 of Deeds, Page 527 in the Office of the Register of Deeds for Kalamazoo County, Michigan, thence north $0^{\circ} 06'$ west along said east line 66 feet, thence south $89^{\circ} 24'$ west along the north line of said land conveyed by DeBruin to said Bank 318 feet to the west line of said Section 22 and thence south along said west line 132 feet to the place of beginning.

Tax Identification Nos. 39-06-22-356-001 and 39-06-22-355-001



REMOVAL OF CONTINGENCIES

Date: September 1, 2016

Escrow No.: 390652335zCML

Buyer(s): Kalamazoo Covenant Academy, a Michigan non-profit corporation

Seller(s): PNC Bank, National Association

Property: 400, 440 W Crosstown Pkwy; 411 & 415 Den Adel; 1509 S. Westnedge Ave. Kalamazoo, MI 49007

It is agreed between the Buyers and Sellers of the above referenced property, that all contingencies to the Agreement of Sale dated June 22, 2016 and any and all addendums thereto, have been met, resolved and/or removed, and further, that there are no additional items to be completed or furnished by either party, except as express set forth in the Agreement of Sale.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

BUYER(S):

Kalamazoo Covenant Academy, a Michigan non-profit corporation

BY: _____

Edward G. Snyder
President

Date

SELLER(S):

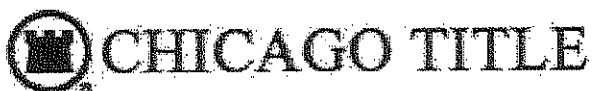
PNC Bank, National Association

BY: _____

Dana Armstrong
Vice President

8/31/2016

Date



REMOVAL OF CONTINGENCIES

Date: September 1, 2016
Escrow No.: 390652335zCML
Buyer(s): Kalamazoo Covenant Academy, a Michigan non-profit corporation
Seller(s): PNC Bank, National Association
Property: 400, 440 W Crosstown Pkwy; 411 & 415 Den Adel; 1509 S. Westnedge Ave. Kalamazoo, MI 49007

It is agreed between the Buyers and Sellers of the above referenced property, that all contingencies to the Agreement of Sale dated June 22, 2016 and any and all addendums thereto, have been met, resolved and/or removed, and further, that there are no additional items to be completed or furnished by either party, except as express set forth in the Agreement of Sale.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

BUYER(S):

Kalamazoo Covenant Academy, a Michigan non-profit corporation

BY: _____

Edward G. Snyder
President

9/1/16

Date

SELLER(S):

PNC Bank, National Association

BY: _____

Dana Armstrong
Vice President

Date



INSPECTION STATEMENT

Date: September 1, 2016
Escrow No.: 390652335zCML
Buyer(s): Kalamazoo Covenant Academy, a Michigan non-profit corporation
Seller(s): PNC Bank, National Association
Property: 400, 440 W Crosstown Pkwy; 411 & 415 Den Adel; 1509 S. Westnedge Ave.

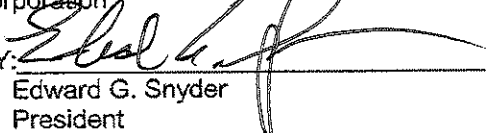
We, the undersigned purchaser(s), borrower(s) and/or seller(s) of the above captioned property, acknowledge that we have been afforded the opportunity to order, receive and/or review certain inspections and/or reports, as specified in the purchase/loan agreement(s) and any amendment(s) thereto, with regard to the condition of the subject property and improvements located thereon, if any.

We hereby release Chicago Title of Michigan, Inc., their employees and/or agents, from any and all responsibility and/or liability as the result of said inspection(s) and/or reports(s) and/or the failure to obtain such inspection(s) and/or report(s).

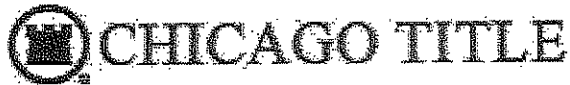
IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

BUYER(S):

Kalamazoo Covenant Academy, a Michigan non-profit corporation

BY: 
Edward G. Snyder
President

9/1/16
Date



WATER AND SEWER AGREEMENT

Date: September 1, 2016
File No.: 390652335zCML
Buyer(s): Kalamazoo Covenant Academy, a Michigan non-profit corporation
Seller(s): PNC Bank, National Association
Property: 400, 440 W Crosstown Pkwy; 411 & 415 Den Adel; 1509 S. Westnedge Ave.

The undersigned, being the Seller(s) and Buyer(s) of the subject property do hereby state, acknowledge and understand the following:

1. That the improvement(s) located on the subject property is/are currently hooked up to and receiving water and/or sewer service(s).
2. That the undersigned acknowledge and understand that unless already undertaken and performed by the undersigned and/or their lawfully appointed representative(s), said water and/or sewer service(s)
 - ☐ have had a "final" reading performed.
 - ☒ have not had a "final" reading performed.
 - ☐ are current and have paid in full to date.
3. If not already paid to date as indicated in Par. 2, then payment amounts as agreed to by the parties
 - ☐ are being paid at closing (as shown below) for the said specified water and/or sewer service(s) in connection with the closing of the sale of the property.
 - ☒ are not being paid for any water and/or sewer service(s) in connection with the closing of the sale of the property and are being satisfied by the parties outside of closing.
 - ☐ are to be paid for water and/or sewer service(s) in accordance with the terms and provisions of the Water and Sewer Letter Agreement attached hereto and incorporated by reference.
4. That it is agreed by the undersigned that any amount(s) given to Chicago Title of Michigan, Inc. for the payment of the water and/or sewer bill(s) as specified below are fully representative of any and all responsibilities concerning the payment of said bills through the day before closing in accordance with the Agreement of Sale dated June 22, 2016, between the parties, for the subject property.

That the undersigned agree to indemnify and hold harmless, Chicago Title of Michigan, Inc., their employees, agents, successors and assigns (the "Indemnified Parties"), from any and all liability arising from any and all matters, including but not limited to fees (tap or otherwise), assessments (special or otherwise), liens, claims of lien, court actions, debt collection, arising from amounts claimed to be due and owing by the provider of any water, sewer service(s), excepting any matters which arise out of the gross negligence or willful misconduct of one or more Indemnified Parties, and that all claims, matters or otherwise arising from insufficient payment of any items disclosed or non-payment of any of the aforesaid items are to be resolved by and between the undersigned or their lawfully appointed representatives only. The indemnification of this paragraph is limited to matters relating to Seller's period of ownership and to one or more Indemnified Parties reasonable, actual, out of pocket costs expended for such matters.

The water and/or sewer amounts to be paid at the time of closing are as follows: \$0.00

WATER AND SEWER AGREEMENT
(continued)

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

BUYER(S):

Kalamazoo Covenant Academy, a Michigan non-profit corporation

BY: _____
Edward G. Snyder
President

Date

SELLER(S):

PNC Bank, National Association

BY: *Dana Armstrong*
Dana Armstrong
Vice President

8/31/2016
Date



WATER AND SEWER AGREEMENT

Date: September 1, 2016
File No.: 390652335zCML
Buyer(s): Kalamazoo Covenant Academy, a Michigan non-profit corporation
Seller(s): PNC Bank, National Association
Property: 400, 440 W Crosstown Pkwy; 411 & 415 Den Adel; 1509 S. Westnedge Ave.

The undersigned, being the Seller(s) and Buyer(s) of the subject property do hereby state, acknowledge and understand the following:

1. That the improvement(s) located on the subject property is/are currently hooked up to and receiving water and/or sewer service(s).
2. That the undersigned acknowledge and understand that unless already undertaken and performed by the undersigned and/or their lawfully appointed representative(s), said water and/or sewer service(s)
 - ☐ have had a "final" reading performed.
 - ☒ have not had a "final" reading performed.
 - ☐ are current and have paid in full to date.
3. If not already paid to date as indicated in Par. 2, then payment amounts as agreed to by the parties
 - ☐ are being paid at closing (as shown below) for the said specified water and/or sewer service(s) in connection with the closing of the sale of the property.
 - ☒ are not being paid for any water and/or sewer service(s) in connection with the closing of the sale of the property and are being satisfied by the parties outside of closing.
 - ☐ are to be paid for water and/or sewer service(s) in accordance with the terms and provisions of the Water and Sewer Letter Agreement attached hereto and incorporated by reference.
4. That it is agreed by the undersigned that any amount(s) given to Chicago Title of Michigan, Inc. for the payment of the water and/or sewer bill(s) as specified below are fully representative of any and all responsibilities concerning the payment of said bills through the day before closing in accordance with the Agreement of Sale dated June 22, 2016, between the parties, for the subject property.

That the undersigned agree to indemnify and hold harmless, Chicago Title of Michigan, Inc., their employees, agents, successors and assigns (the "Indemnified Parties"), from any and all liability arising from any and all matters, including but not limited to fees (tap or otherwise), assessments (special or otherwise), liens, claims of lien, court actions, debt collection, arising from amounts claimed to be due and owing by the provider of any water, sewer service(s), excepting any matters which arise out of the gross negligence or willful misconduct of one or more Indemnified Parties, and that all claims, matters or otherwise arising from insufficient payment of any items disclosed or non-payment of any of the aforesaid items are to be resolved by and between the undersigned or their lawfully appointed representatives only. The indemnification of this paragraph is limited to matters relating to Seller's period of ownership and to one or more Indemnified Parties reasonable, actual, out of pocket costs expended for such matters.

The water and/or sewer amounts to be paid at the time of closing are as follows: \$0.00

WATER AND SEWER AGREEMENT

(continued)

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

BUYER(S):

Kalamazoo Covenant Academy, a Michigan non-profit corporation

BY: _____

Edward G. Snyder
President

9/1/16

Date

SELLER(S):

PNC Bank, National Association

BY: _____

Dana Armstrong
Vice President

Date

COVENANT DEED

THIS COVENANT DEED (this "Deed"), is made as of the 31st day of August, 2016, between PNC BANK, NATIONAL ASSOCIATION, a national banking association, successor by merger to National City Bank, and successor by various name changes and mergers to First National Bank and Trust Company of Kalamazoo, Michigan, a national banking corporation, and to The First National Bank and Trust Company of Michigan, a national banking association, having an office c/o PNC Realty Services, at 300 Fifth Avenue, 22nd Floor Pittsburgh, Pennsylvania 15122 ("Grantor") and KALAMAZOO COVENANT ACADEMY, a Michigan nonprofit corporation, whose address is 125 Catherine Street, Muskegon, Michigan 49442 ("Grantee").

That Grantor, for and in consideration of the sum of TWO HUNDRED THOUSAND and 00/100 DOLLARS (\$200,000.00) to it in hand paid by Grantee, the receipt whereof is hereby confessed and acknowledged, does by these presents grant, bargain, sell, convey, release, alien and confirm unto Grantee and to Grantee's successors and/or assigns, FOREVER, that certain parcel of land in the City of Kalamazoo, County of Kalamazoo and State of Michigan, described as follows (the "Property"):

SEE ATTACHED EXHIBIT "A" LEGAL DESCRIPTION

Parcel Identification Nos: 39-06-22-356-001, 39-06-22-360-002, 39-06-22-355-001, 39-06-22-351-011, and 39-06-22-351-012.

UNDER AND SUBJECT, WITHOUT LIMITATION, TO:

- (a) Real property taxes and assessments not yet due and payable;
- (b) Matters that would be disclosed by an accurate survey;
- (c) Easements, rights-of-way, restrictions, leases, conditions, covenants, restrictions, agreements and all other matters of public record; and
- (d) All laws, regulations and restrictions, including, without limitation, building and zoning ordinances, of municipal or other governmental authorities applicable to and enforceable against the Property.

AND FURTHER SUBJECT TO the following restriction:

- (i) From and after the date of this Deed and continuing thereafter for five (5) years (the "Restriction Period"), neither the Property, nor any part thereof, shall be used for the purpose of conducting or in connection with the business of a commercial bank, savings bank, savings and loan association, credit union or mortgage bank, or other financial services organization, including,

without limitation the installation and operation of one or more automated teller machine (ATM or ATMs) and/or night deposit boxes or safety deposit boxes; provided, however that Grantor or its subsidiaries or affiliates shall not be subject to such restriction.

- (ii) The foregoing restriction shall be a covenant running with the land, and shall automatically terminate without necessity of action by either Grantor or Grantee upon the expiration of the Restriction Period.
- (iii) Grantee acknowledges and agrees that damages arising from or out of Grantee's violation of this restriction would be difficult, if not impossible to ascertain and that Grantor shall have the right to enforce said restriction through injunctive relief or any other right or remedy available at law or in equity, and in such event Grantor shall be entitled to reimbursement from Grantee, or its successors or assigns, of all costs and expenses incurred in enforcing this restriction, including, but not limited to, attorneys' fees and expenses.

GRANTEE BY ACCEPTANCE OF THIS DEED SPECIFICALLY ACKNOWLEDGES THAT NEITHER GRANTOR NOR ANYONE ON BEHALF OF GRANTOR MAKES ANY WARRANTIES OR COVENANTS, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN RESPECT OF THE PROPERTY, AND IT IS EXPRESSLY UNDERSTOOD THAT THE PROPERTY IS BEING CONVEYED IN AN "AS IS" AND "WITH ALL FAULTS" CONDITION. BY ACCEPTANCE OF THIS DEED, GRANTEE AFFIRMS THAT THERE ARE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED OR STATUTORY, EXCEPT THOSE ASSOCIATED WITH TITLE.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, to HAVE AND TO HOLD the Property unto Grantee and Grantee's successors and/or assigns to the sole and only proper use, benefit and behalf of Grantee and Grantee's successors and/or assigns, FOREVER, and Grantor covenants and agrees to and with Grantee that Grantor has not heretofore done, committed, or wittingly or willingly suffered to be done or committed, any act, matter or thing whatsoever whereby the Property hereby granted, or any part thereof, is, are or shall be charged or encumbered in title, estate or otherwise.

The covenants herein shall be binding upon and inure to the benefit of the respective heirs, successors, assigns and/or legal representatives of Grantor and Grantee.

In addition, Grantor does hereby remise, release and quitclaim its interest, if any, in and to the property described on **EXHIBIT "B" QUITCLAIM PARCEL DESCRIPTIONS** attached hereto and made a part hereof.

Where applicable, pronouns and relative words used herein shall be read as plural, feminine or neuter.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed as of the day and year first above written.

Signed:

PNC BANK, NATIONAL ASSOCIATION,
a national banking association

By: _____

Dana Armstrong
Dana Armstrong
Vice President

COMMONWEALTH OF PENNSYLVANIA)

) SS

COUNTY OF ALLEGHENY)

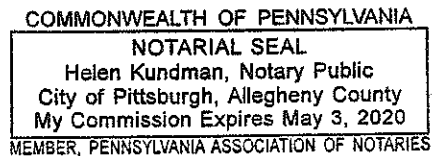
The foregoing instrument was acknowledged before me on the 31st day of August, 2016, by Dana Armstrong, who is a Vice President of PNC BANK, NATIONAL ASSOCIATION, a national banking association.

Helen Kundman

Print Name: *Helen Kundman*

Notary Public
Acting in Allegheny County

My term expires: *May 3rd 2020*



Instrument Drafted by:
Shannon S. Vukmir, Esquire
Sitko Bruno, LLC
2740 Smallman Street
Suite 300
Pittsburgh, PA 15222

Return to:
April Holme-Kutsche
Chicago Title
941 West Milham Road
Portage, MI 49024

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 22, TOWN 2 SOUTH, RANGE 11 WEST, CITY OF KALAMAZOO, KALAMAZOO COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS;

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 22;

THENCE NORTH 01 DEGREES 03 MINUTES 32 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION, A DISTANCE OF 692.07 FEET TO A POINT OF INTERSECTION OF THE WEST LINE OF SAID SECTION AND THE CENTERLINE OF BALCH STREET;

THENCE SOUTH 89 DEGREES 33 MINUTES 15 SECONDS EAST, A DISTANCE OF 631.80 FEET TO A POINT OF INTERSECTION OF THE CENTERLINES OF BALCH STREET AND SOUTH PARK STREET BY FOUND MONUMENT;

THENCE NORTH 01 DEGREES 10 MINUTES 39 SECONDS EAST ALONG SAID CENTERLINE OF SOUTH PARK STREET, A DISTANCE OF 646.14 FEET;

THENCE NORTH 89 DEGREES 14 MINUTES 21 SECONDS WEST, A DISTANCE OF 33.00 FEET TO A POINT OF INTERSECTION OF THE SOUTHERLY RIGHT OF WAY OF DEN ADEL COURT AND THE WESTERLY RIGHT OF WAY OF SAID SOUTH PARK STREET AND THE POINT OF BEGINNING;

THENCE SOUTH 01 DEGREES 10 MINUTES 39 SECONDS WEST (D=NORTH) ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID SOUTH PARK STREET, A DISTANCE OF 489.85 FEET (D=489.85');

THENCE SOUTH 58 DEGREES 20 MINUTES 37 SECONDS WEST (D=N56°53"E), A DISTANCE OF 230.52 FEET (D=230.52');

THENCE NORTH 89 DEGREES 33 MINUTES 15 SECONDS WEST (D=N89°24"E), A DISTANCE OF 21.43 FEET (D=22.45');

THENCE NORTH 01 DEGREES 03 MINUTES 32 SECONDS EAST (D=S0°06"E), A DISTANCE OF 125.34 FEET (D=132');

THENCE NORTH 88 DEGREES 37 MINUTES 48 SECONDS WEST (D=N89°24"E), A DISTANCE OF 49.38 FEET (D=51.7');

THENCE NORTH 00 DEGREES 59 MINUTES 53 SECONDS EAST (D=N0°06"E), A DISTANCE OF 66.02 FEET (D=66');

THENCE SOUTH 88 DEGREES 43 MINUTES 09 SECONDS EAST (D=S89°24"W), A DISTANCE OF 132.02 FEET (D=149.76±');

THENCE NORTH 01 DEGREES 18 MINUTES 30 SECONDS EAST (D=SOUTH), A DISTANCE OF 422.92 FEET (D=416.71');

THENCE SOUTH 89 DEGREES 14 MINUTES 21 SECONDS EAST (D=S89°17"W), A DISTANCE OF 131.98 FEET (D=132') TO THE POINT OF BEGINNING.

SUBJECT TO easement for court purposes over the North 7 feet thereof adjoining Den Adel Court.
and

Tax Identification No. 39-06-22-356-001.

PARCEL 2:

A parcel of land situate in the City of Kalamazoo, County of Kalamazoo and State of Michigan, described as follows:

Beginning at a point in the North line of Balch Street, 165.5 feet East of the East line of West Street, now called Westnedge Avenue; thence North parallel with the East line of Westnedge Avenue to a point 52 rods North of the South line of Section 22, Town 2 South, Range 11 West (said course supposed to be 8 rods); running thence East parallel with the South line of Section 22, 50 feet; running thence South parallel with first course to North line of Balch Street; thence West on North line of Balch Street to place of beginning. ALSO, beginning at a point in the North line of Balch Street in the City of Kalamazoo, 13 rods 1 foot East of the East line of West Street, now Westnedge Avenue; thence North parallel with the East line of Westnedge Avenue to a point 52 rods North of the South line of Section 22, Town 2 South, Range 11 West; thence East 50 feet parallel with the South Section line; thence South parallel with first course to the North line of Balch Street; thence West on North line of Balch Street to the place of beginning. ALSO, beginning at a point in the North line of West Crosstown Parkway (formerly Balch Street) in the City of Kalamazoo, 7 rods East of the East line of Westnedge Avenue (formerly West Street); thence North parallel with the East line of Westnedge Avenue (formerly West Street) to a point 52 rods North of the South line of Section 22, Town 2 South, Range 11 West; thence East 50 feet parallel with the said South Section line; thence South parallel with the East line of Westnedge Avenue to the North line of West Crosstown Parkway; and thence West on said North line to the place of beginning.

Tax Identification No. 39-06-22-360-002

PARCEL 3:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 22, TOWN 2 SOUTH, RANGE 11 WEST, CITY OF KALAMAZOO, KALAMAZOO COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS;

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 22;

THENCE NORTH 01 DEGREES 03 MINUTES 32 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION, SAID LINE ALSO BEING THE CENTERLINE OF WESTNEDGE AVENUE A DISTANCE OF 857.55 FEET;

THENCE SOUTH 88 DEGREES 37 MINUTES 48 SECONDS EAST, A DISTANCE OF 33.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SAID WESTNEDGE AVENUE AND THE POINT OF BEGINNING;

THENCE NORTH 01 DEGREES 03 MINUTES 32 SECONDS EAST (D=SOUTH) ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 131.37 FEET (D=132');;

THENCE SOUTH 88 DEGREES 44 MINUTES 14 SECONDS EAST (D=S89°24'W), A DISTANCE OF 283.83 FEET;

THENCE SOUTH 01 DEGREES 17 MINUTES 06 SECONDS WEST (D=SOUTH) TO A POINT ON THE NORTHLINE OF THE SOUTH 52 (858') RODS OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 22 BY FOUND MONUMENTS, A DISTANCE OF 131.90 FEET (D=132');;

THENCE NORTH 88 DEGREES 37 MINUTES 48 SECONDS WEST (D=N89°24'E) ALONG SAID NORTH LINE OF THE SOUTH 52 RODS (858'), A DISTANCE OF 283.31 FEET TO THE POINT OF BEGINNING.

SUBJECT TO certain easements, rights and restrictions of record in deeds from City of Kalamazoo

to the First National Bank & Trust Company of Kalamazoo and in Liber 709, Page 527.

Tax Identification No. 39-06-22-355-001.

PARCEL 4:

A parcel of land situate in the City of Kalamazoo, County of Kalamazoo and State of Michigan, described as follows:

Commencing on the South line of Den Adel Court 391 feet East of the East line of Westnedge Avenue; thence South 6 rods; thence East 40 feet; thence North 6 rods to the South line of Den Adel Court; and thence West 40 feet to beginning.

Tax Identification No. 39-06-22-351-011

PARCEL 5:

A parcel of land situate in the City of Kalamazoo, County of Kalamazoo and State of Michigan, described as follows:

Beginning at a point 384 feet East of a point in the West line of Section 22, Town 2 South, Range 11 West, which said point in the West line of Section 22 is 1341.765 feet North of the Southwest corner of said Section 22 measured along the West line of said Section 22, said point of beginning being in the South line of what is commonly known as and called Den Adel Court; running thence South parallel with the West line of Section 22, 99 feet; thence East parallel with the South line of Den Adel Court, 40 feet; thence North parallel with first course 99 feet; thence West 40 feet to the place of beginning. Also the right of way for use for general street purposes in common with all other persons owning or occupying lands adjoining or abutting thereon over what is commonly known as and called Den Adel Court, the same being more particularly described as follows: Beginning at the Northeast corner of said above described premises; running thence East 40 feet; thence North parallel with the East line of West Street, 18 feet; thence West to the East line of West Street; thence South on the East line of West Street, 18 feet; thence East to the place of beginning.

Tax Identification No. 39-06-22-351-012

EXHIBIT "B"
QUITCLAIM PARCEL DESCRIPTIONS

PARCELS 1 AND 3:

All that certain piece or parcel of land, situate and being in the City of Kalamazoo, County of Kalamazoo, and State of Michigan, known and described as follows, to-wit:

Commencing on the west line of Section 22, Town 2 South, Range 11 West, at a point 52 rods north of the southwest corner thereof, thence north $89^{\circ} 24'$ east along a line 52 rods north of the south line of said Section 383.7 feet to the west line of land conveyed by the City of Kalamazoo to The First National Bank & Trust Company of Kalamazoo, by deed recorded in Liber 697 Deeds; Page 154 in the Office of the Register of Deeds, Kalamazoo County, Michigan, thence south $0^{\circ} 06'$ east along the west line of said land conveyed to The First National Bank & Trust Company of Kalamazoo 132 feet to the north line of Crosstown Parkway (formerly Balch Street) said point being 383.70 feet east of the west line of said Section 22; thence north $89^{\circ} 24'$ east along said north line of Crosstown Parkway 22.45 feet to an angle in said north line, thence north $56^{\circ} 53'$ east along said north line of Crosstown Parkway 230.52 feet to its intersection with the west line of South Park Street, thence north along the West line of South Park Street, 489.85 feet to the south line of Den Adel Court, (said point being south 316 feet from the south line of Forest Street) thence south $89^{\circ} 17'$ west along the south line of Den Adel Court 132 feet, thence south parallel with the west line of said South Park Street 416.71 feet, thence south $89^{\circ} 24'$ west 149.76 feet more or less to the east line of land conveyed by DeBruin to The First National Bank & Trust Company of Kalamazoo by deed recorded in Liber 709 of Deeds, Page 527 in the Office of the Register of Deeds for Kalamazoo County, Michigan, thence north $0^{\circ} 06'$ west along said east line 66 feet, thence south $89^{\circ} 24'$ west along the north line of said land conveyed by DeBruin to said Bank 318 feet to the west line of said Section 22 and thence south along said west line 132 feet to the place of beginning.

Tax Identification Nos. 39-06-22-356-001 and 39-06-22-355-001

AFFIDAVIT REGARDING LEASE

COMMONWEALTH OF PENNSYLVANIA) SS.
COUNTY OF ALLEGHENY)

On the 31st day of August, 2016, the undersigned, being duly sworn according to law, and being a Vice President of PNC Bank, National Association, a national banking association (the "Bank"), deposes and states, solely in her capacity as a Vice President of the Bank, that to the best of her knowledge and belief:

1. The Bank is the owner of the property described on Exhibit A hereto ("Property").
2. There is of record a Lessee Owner's Agreement and Waiver between The First National Bank and Trust Company of Michigan ("Lessee") and Security Pacific Commercial Leasing, Inc. dated October 24, 1979 (the "Lease") and recorded November 9, 1979, in Liber 1084, page 519, in the Kalamazoo County Register of Deeds Office.
3. The Bank is the successor in interest by various name changes and mergers to Lessee.
4. To the best of the undersigned's knowledge, the Lease is no longer in effect, and the equipment described on Schedule A attached to the Lease is no longer at the Property.

It is intended that this Affidavit Regarding Lease be recorded among the property records of Kalamazoo County, Michigan.

PNC BANK, NATIONAL ASSOCIATION, a
national association

By: 
Dana Armstrong, Vice President

SWORN TO AND SUBSCRIBED before
me, the day and year aforesaid.


Notary Public

My Commission Expires May 3rd 2020

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

Helen Kundman, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires May 3, 2020

MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

EXHIBIT A

Legal Description of Property

PARCEL 1:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 22, TOWN 2 SOUTH, RANGE 11 WEST, CITY OF KALAMAZOO, KALAMAZOO COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS;

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 22;

THENCE NORTH 01 DEGREES 03 MINUTES 32 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION, A DISTANCE OF 692.07 FEET TO A POINT OF INTERSECTION OF THE WEST LINE OF SAID SECTION AND THE CENTERLINE OF BALCH STREET;

THENCE SOUTH 89 DEGREES 33 MINUTES 15 SECONDS EAST, A DISTANCE OF 631.80 FEET TO A POINT OF INTERSECTION OF THE CENTERLINES OF BALCH STREET AND SOUTH PARK STREET BY FOUND MONUMENT;

THENCE NORTH 01 DEGREES 10 MINUTES 39 SECONDS EAST ALONG SAID CENTERLINE OF SOUTH PARK STREET, A DISTANCE OF 646.14 FEET;

THENCE NORTH 89 DEGREES 14 MINUTES 21 SECONDS WEST, A DISTANCE OF 33.00 FEET TO A POINT OF INTERSECTION OF THE SOUTHERLY RIGHT OF WAY OF DEN ADEL COURT AND THE WESTERLY RIGHT OF WAY OF SAID SOUTH PARK STREET AND THE POINT OF BEGINNING;

THENCE SOUTH 01 DEGREES 10 MINUTES 39 SECONDS WEST (D=NORTH) ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID SOUTH PARK STREET, A DISTANCE OF 489.85 FEET (D=489.85');;

THENCE SOUTH 58 DEGREES 20 MINUTES 37 SECONDS WEST (D=N56°53"E), A DISTANCE OF 230.52 FEET (D=230.52');;

THENCE NORTH 89 DEGREES 33 MINUTES 15 SECONDS WEST (D=N89°24"E), A DISTANCE OF 21.43 FEET (D=22.45');;

THENCE NORTH 01 DEGREES 03 MINUTES 32 SECONDS EAST (D=S0°06"E), A DISTANCE OF 125.34 FEET (D=132');;

THENCE NORTH 88 DEGREES 37 MINUTES 48 SECONDS WEST (D=N89°24"E), A DISTANCE OF 49.38 FEET (D=51.7');;

THENCE NORTH 00 DEGREES 59 MINUTES 53 SECONDS EAST (D=N0°06"E), A DISTANCE OF 66.02 FEET (D=66');;

THENCE SOUTH 88 DEGREES 43 MINUTES 09 SECONDS EAST (D=S89°24"W), A DISTANCE OF 132.02 FEET (D=149.76'±);;

THENCE NORTH 01 DEGREES 18 MINUTES 30 SECONDS EAST (D=SOUTH), A DISTANCE OF 422.92 FEET (D=416.71');;

THENCE SOUTH 89 DEGREES 14 MINUTES 21 SECONDS EAST (D=S89°17"W), A DISTANCE OF 131.98 FEET (D=132') TO THE POINT OF BEGINNING.

SUBJECT TO easement for court purposes over the North 7 feet thereof adjoining Den Adel Court. and

Tax Identification No. 39-06-22-356-001.

PARCEL 2:

A parcel of land situate in the City of Kalamazoo, County of Kalamazoo and State of Michigan, described as follows:

Beginning at a point in the North line of Balch Street, 165.5 feet East of the East line of West Street, now called Westnedge Avenue; thence North parallel with the East line of Westnedge Avenue to a point 52 rods North of the South line of Section 22, Town 2 South, Range 11 West (said course supposed to be 8 rods); running thence East parallel with the South line of Section 22, 50 feet; running thence South parallel with first course to North line of Balch Street; thence West on North line of Balch Street to place of beginning. ALSO, beginning at a point in the North line of Balch Street in the City of Kalamazoo, 13 rods 1 foot East of the East line of West Street, now Westnedge Avenue; thence North parallel with the East line of Westnedge Avenue to a point 52 rods North of the South line of Section 22, Town 2 South, Range 11 West; thence East 50 feet parallel with the South Section line; thence South parallel with first course to the North line of Balch Street; thence West on North line of Balch Street to the place of beginning. ALSO, beginning at a point in the North line of West Crosstown Parkway (formerly Balch Street) in the City of Kalamazoo, 7 rods East of the East line of Westnedge Avenue (formerly West Street); thence North parallel with the East line of Westnedge Avenue (formerly West Street) to a point 52 rods North of the South line of Section 22, Town 2 South, Range 11 West; thence East 50 feet parallel with the said South Section line; thence South parallel with the East line of Westnedge Avenue to the North line of West Crosstown Parkway; and thence West on said North line to the place of beginning.

Tax Identification No. 39-06-22-360-002

PARCEL 3:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 22, TOWN 2 SOUTH, RANGE 11 WEST, CITY OF KALAMAZOO, KALAMAZOO COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS;

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 22;

THENCE NORTH 01 DEGREES 03 MINUTES 32 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION, SAID LINE ALSO BEING THE CENTERLINE OF WESTNEDGE AVENUE A DISTANCE OF 857.55 FEET;

THENCE SOUTH 88 DEGREES 37 MINUTES 48 SECONDS EAST, A DISTANCE OF 33.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SAID WESTNEDGE AVENUE AND THE POINT OF BEGINNING;

THENCE NORTH 01 DEGREES 03 MINUTES 32 SECONDS EAST (D=SOUTH) ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 131.37 FEET (D=132');;

THENCE SOUTH 88 DEGREES 44 MINUTES 14 SECONDS EAST (D=S89°24'W), A DISTANCE OF 283.83 FEET;

THENCE SOUTH 01 DEGREES 17 MINUTES 06 SECONDS WEST (D=SOUTH) TO A POINT ON THE NORTHLINE OF THE SOUTH 52 (858') RODS OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 22 BY FOUND MONUMENTS, A DISTANCE OF 131.90 FEET (D=132');;

THENCE NORTH 88 DEGREES 37 MINUTES 48 SECONDS WEST (D=N89°24'E) ALONG SAID NORTH LINE OF THE SOUTH 52 RODS (858'), A DISTANCE OF 283.31 FEET TO THE POINT OF BEGINNING.

SUBJECT TO certain easements, rights and restrictions of record in deeds from City of Kalamazoo to the First National Bank & Trust Company of Kalamazoo and in Liber 709, Page 527.

Tax Identification No. 39-06-22-355-001.

PARCEL 4:

A parcel of land situate in the City of Kalamazoo, County of Kalamazoo and State of Michigan, described as follows:

Commencing on the South line of Den Adel Court 391 feet East of the East line of Westnedge Avenue; thence South 6 rods; thence East 40 feet; thence North 6 rods to the South line of Den Adel Court; and thence West 40 feet to beginning.

Tax Identification No. 39-06-22-351-011

PARCEL 5:

A parcel of land situate in the City of Kalamazoo, County of Kalamazoo and State of Michigan, described as follows:

Beginning at a point 384 feet East of a point in the West line of Section 22, Town 2 South, Range 11 West, which said point in the West line of Section 22 is 1341.765 feet North of the Southwest corner of said Section 22 measured along the West line of said Section 22, said point of beginning being in the South line of what is commonly known as and called Den Adel Court; running thence South parallel with the West line of Section 22, 99 feet; thence East parallel with the South line of Den Adel Court, 40 feet; thence North parallel with first course 99 feet; thence West 40 feet to the place of beginning. Also the right of way for use for general street purposes in common with all other persons owning or occupying lands adjoining or abutting thereon over what is commonly known as and called Den Adel Court, the same being more particularly described as follows: Beginning at the Northeast corner of said above described premises; running thence East 40 feet; thence North parallel with the East line of West Street, 18 feet; thence West to the East line of West Street; thence South on the East line of West Street, 18 feet; thence East to the place of beginning.

Tax Identification No. 39-06-22-351-012

FIRPTA CERTIFICATION

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform **KALAMAZOO COVENANT ACADEMY**, a Michigan nonprofit corporation (“**Transferee**”) that withholding of tax is not required upon the disposition of the interest of **PNC BANK, NATIONAL ASSOCIATION**, a national banking association, in the property described in Exhibit “A”, attached hereto and made a part hereof, the undersigned hereby certifies as follows:

1. Legal title to the U.S. real property interest is in the name of: **PNC BANK, NATIONAL ASSOCIATION**, a national banking association (the “**Transferor**”).

2. Transferor is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations).

3. Transferor’s U.S. employer identification number is: 22-1146430.

4. Transferor’s mailing address/office address is:

PNC Bank, National Association
The Tower at PNC Plaza
300 Fifth Avenue
Pittsburgh, PA 15222

The undersigned understands that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

[Signatures on following pages]

Under penalties of perjury, the undersigned declares that it has examined this certification and, to the best of its knowledge and belief, it is true, correct, and complete.

Sworn to and subscribed before me
this 31st day of August, 2016.

PNC BANK, NATIONAL ASSOCIATION,
a national banking association

Helen Kundman
Notary Public

By: Dana Armstrong
Dana Armstrong, Vice President

My commission expires: May 3rd 2020

[NOTARIAL SEAL]

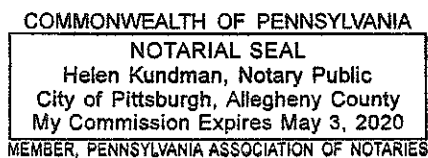


Exhibit "A"
Legal Description of Property

PARCEL 1:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 22, TOWN 2 SOUTH, RANGE 11 WEST, CITY OF KALAMAZOO, KALAMAZOO COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS;

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 22;

THENCE NORTH 01 DEGREES 03 MINUTES 32 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION, A DISTANCE OF 692.07 FEET TO A POINT OF INTERSECTION OF THE WEST LINE OF SAID SECTION AND THE CENTERLINE OF BALCH STREET;

THENCE SOUTH 89 DEGREES 33 MINUTES 15 SECONDS EAST, A DISTANCE OF 631.80 FEET TO A POINT OF INTERSECTION OF THE CENTERLINES OF BALCH STREET AND SOUTH PARK STREET BY FOUND MONUMENT;

THENCE NORTH 01 DEGREES 10 MINUTES 39 SECONDS EAST ALONG SAID CENTERLINE OF SOUTH PARK STREET, A DISTANCE OF 646.14 FEET;

THENCE NORTH 89 DEGREES 14 MINUTES 21 SECONDS WEST, A DISTANCE OF 33.00 FEET TO A POINT OF INTERSECTION OF THE SOUTHERLY RIGHT OF WAY OF DEN ADEL COURT AND THE WESTERLY RIGHT OF WAY OF SAID SOUTH PARK STREET AND THE POINT OF BEGINNING;

THENCE SOUTH 01 DEGREES 10 MINUTES 39 SECONDS WEST (D=NORTH) ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID SOUTH PARK STREET, A DISTANCE OF 489.85 FEET (D=489.85');

THENCE SOUTH 58 DEGREES 20 MINUTES 37 SECONDS WEST (D=N56°53"E), A DISTANCE OF 230.52 FEET (D=230.52');

THENCE NORTH 89 DEGREES 33 MINUTES 15 SECONDS WEST (D=N89°24"E), A DISTANCE OF 21.43 FEET (D=22.45');

THENCE NORTH 01 DEGREES 03 MINUTES 32 SECONDS EAST (D=S0°06"E), A DISTANCE OF 125.34 FEET (D=132');

THENCE NORTH 88 DEGREES 37 MINUTES 48 SECONDS WEST (D=N89°24"E), A DISTANCE OF 49.38 FEET (D=51.7');

THENCE NORTH 00 DEGREES 59 MINUTES 53 SECONDS EAST (D=N0°06"E), A DISTANCE OF 66.02 FEET (D=66');

THENCE SOUTH 88 DEGREES 43 MINUTES 09 SECONDS EAST (D=S89°24"W), A DISTANCE OF 132.02 FEET (D=149.76±');

THENCE NORTH 01 DEGREES 18 MINUTES 30 SECONDS EAST (D=SOUTH), A DISTANCE OF 422.92 FEET (D=416.71');

THENCE SOUTH 89 DEGREES 14 MINUTES 21 SECONDS EAST (D=S89°17"W), A DISTANCE OF 131.98 FEET (D=132') TO THE POINT OF BEGINNING.

SUBJECT TO easement for court purposes over the North 7 feet thereof adjoining Den Adel Court.
and

Tax Identification No. 39-06-22-356-001.

PARCEL 2:

A parcel of land situate in the City of Kalamazoo, County of Kalamazoo and State of Michigan, described as follows:

Beginning at a point in the North line of Balch Street, 165.5 feet East of the East line of West Street, now called Westnedge Avenue; thence North parallel with the East line of Westnedge Avenue to a point 52 rods North of the South line of Section 22, Town 2 South, Range 11 West (said course supposed to be 8 rods); running thence East parallel with the South line of Section 22, 50 feet; running thence South parallel with first course to North line of Balch Street; thence West on North line of Balch Street to place of beginning. ALSO, beginning at a point in the North line of Balch Street in the City of Kalamazoo, 13 rods 1 foot East of the East line of West Street, now Westnedge Avenue; thence North parallel with the East line of Westnedge Avenue to a point 52 rods North of the South line of Section 22, Town 2 South, Range 11 West; thence East 50 feet parallel with the South Section line; thence South parallel with first course to the North line of Balch Street; thence West on North line of Balch Street to the place of beginning. ALSO, beginning at a point in the North line of West Crosstown Parkway (formerly Balch Street) in the City of Kalamazoo, 7 rods East of the East line of Westnedge Avenue (formerly West Street); thence North parallel with the East line of Westnedge Avenue (formerly West Street) to a point 52 rods North of the South line of Section 22, Town 2 South, Range 11 West; thence East 50 feet parallel with the said South Section line; thence South parallel with the East line of Westnedge Avenue to the North line of West Crosstown Parkway; and thence West on said North line to the place of beginning.

Tax Identification No. 39-06-22-360-002

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A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 22, TOWN 2 SOUTH, RANGE 11 WEST, CITY OF KALAMAZOO, KALAMAZOO COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS;

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 22;

THENCE NORTH 01 DEGREES 03 MINUTES 32 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION, SAID LINE ALSO BEING THE CENTERLINE OF WESTNEDGE AVENUE A DISTANCE OF 857.55 FEET;

THENCE SOUTH 88 DEGREES 37 MINUTES 48 SECONDS EAST, A DISTANCE OF 33.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SAID WESTNEDGE AVENUE AND THE POINT OF BEGINNING;

THENCE NORTH 01 DEGREES 03 MINUTES 32 SECONDS EAST (D=SOUTH) ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 131.37 FEET (D=132');;

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SUBJECT TO certain easements, rights and restrictions of record in deeds from City of Kalamazoo

to the First National Bank & Trust Company of Kalamazoo and in Liber 709, Page 527.

Tax Identification No. 39-06-22-355-001.

PARCEL 4:

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Tax Identification No. 39-06-22-351-011

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Tax Identification No. 39-06-22-351-012

SELLER'S CLOSING AFFIDAVIT

PREMISES: 400 & 432 West Crosstown Parkway, 1509 S. Westnedge Avenue, and 411 & 415 Den Adel Court, Kalamazoo, Michigan

COMMONWEALTH OF PENNSYLVANIA SS
COUNTY OF ALLEGHENY

ON THE 31st DAY OF August, 2016, before me personally appeared the undersigned officer (the "Undersigned") of PNC BANK, NATIONAL ASSOCIATION, a national banking association ("Owner"), who being duly sworn according to law and intending to be legally bound, deposes and says solely in her capacity as Vice President, to the best of her knowledge and belief as of the date hereof:

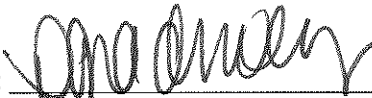
1. The Owner is the owner of the Premises being insured by Chicago Title Insurance Company (the "Title Company") in connection with its Order No. 390652335CML (the "Title Commitment").
2. There are no bankruptcies of Owner or mortgages created by Owner which are known to the Undersigned and are not being properly provided for in this transaction or are otherwise disclosed in the Title Commitment.
3. The Undersigned has received no written notice of any outstanding or disputed claim for any work, labor or materials for or on behalf of Owner for or at the Premises.
4. The Undersigned has received no written notice that there has been work done, or that work is to be done, by the Municipality (City, Borough or Township), or at its direction, in connection with the installment of sewer or water or for improvements such as paving or repaving of streets or alleys, or the installation of curbs or sidewalks.
5. The Undersigned has received no written notice served by any governmental authority for the removal or abatement of any nuisance, or concerning the condemnation of any portion of said Premises.
6. The Undersigned has not received any written notice of any code violation of any restrictions affecting the Premises.
7. The Undersigned has received no written notice of any boundary disputes with any adjoining property owners; other than the possessory rights pursuant to those leases presently being assigned, if any, the Owner is in possession of the Premises; and other than those leases presently being assigned, if any, the Undersigned has no knowledge of any leases or occupancy agreements affecting the Premises which will remain in effect after the sale of the Premises.
8. The present transaction is not made for the purpose of hindering, delaying or defrauding the creditors of the Owner.
9. The officers of Owner who are authorized to execute the documents in connection with the sale of the Premises are of full legal age and in every respect competent to convey title to the Premises on behalf of Owner.

This affidavit is made in connection with the sale of the Premises, and the issuance of an Owner's Policy of Title Insurance insuring the title thereto. This affidavit shall not be relied upon by the Title Company for any other purpose; and no other person or entity may rely upon this affidavit for any purpose whatsoever. Notwithstanding anything herein to the contrary, the representations or warranties herein are made on the basis of knowledge of the Undersigned, and such

PREMISES: 400 & 432 West Crosstown Parkway, 1509 S. Westnedge Avenue, and 411 & 415 Den Adel Court, Kalamazoo, Michigan

representations or warranties are made solely on the basis of the actual, as distinguished from implied, imputed or constructive knowledge of the Undersigned, effective as of the date hereof, without investigation or inquiry.

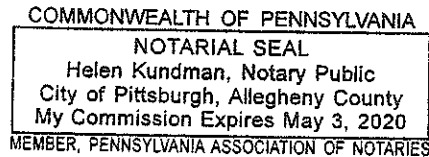
**PNC BANK, NATIONAL ASSOCIATION, a
national banking association**

By: 
Dana Armstrong, Vice President

SWORN TO AND SUBSCRIBED before
me, the day and year aforesaid.


Notary Public

My Commission Expires May 31 2020



AMENDMENT TO AGREEMENT OF SALE

THIS AMENDMENT TO AGREEMENT OF SALE (this "**Amendment**"), made as of the 31st day of August, 2016, between **PNC BANK, NATIONAL ASSOCIATION**, a national banking association, both as successor to First National Bank and Trust Company of Kalamazoo, Michigan, a national banking corporation, and as successor to The First National Bank and Trust Company of Michigan, a national banking association, ("**Seller**"), having an office c/o PNC Realty Services at The Tower at PNC Plaza, 300 Fifth Avenue, 22nd Floor, Pittsburgh, PA 15222

AND

KALAMAZOO COVENANT ACADEMY, a Michigan nonprofit corporation ("**Buyer**"), having an address at 125 Catherine Street, Muskegon, Michigan 49442.

WITNESSETH:

WHEREAS, Seller and Buyer entered into an Agreement of Sale dated June 22, 2016 (the "**Agreement of Sale**"), for that certain real property located in Kalamazoo, Kalamazoo County, Michigan, Tax Parcel Numbers 00-06-22-356-001, 00-06-22-360-002, 00-06-22-355-001, 00-06-22-351-011, and 00-06-22-351-012, as more particularly described therein; and

WHEREAS, the parties desire to amend the Agreement of Sale as hereinafter described.

NOW, THEREFORE, in consideration of the covenants herein contained and with the intent to be legally bound hereby, Seller and Buyer agree as follows:

1. **Recitals.** The foregoing recitals are hereby incorporated by this reference.
2. **Definitions.** All terms designated as defined terms by the use of initial capitalization and not specifically defined herein shall have the meaning ascribed to such term in the Agreement of Sale.
3. **Closing Date.** The Closing Date, as defined in Section 4 of the Agreement of Sale, is hereby amended to be on or before **September 2, 2016**. Any and all references to the Closing Date in the Agreement of Sale shall mean on or before **September 2, 2016** as amended herein, subject to postponement by Seller through its election to utilize a cure period as provided in Article 3 or Article 11 of the Agreement of Sale.
4. **Full Force and Effect.** Except as amended hereby, the Agreement of Sale shall continue in full force and effect.
5. **Counterparts; Facsimile Signature.** This Amendment may be executed in one or more counterparts, all of which when taken together shall be deemed to be one original. The parties agree to accept facsimile or scanned signatures for purposes of execution of this Amendment.

8. **Provisions Binding.** All rights and liabilities herein given to or imposed upon either of the parties to this Amendment shall extend to, be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

9. **Governing Law.** This Amendment shall be construed in accordance with the internal laws of the State of Michigan, without regard to conflicts of law provisions.

SIGNATURE LINES ON NEXT PAGE

IN WITNESS WHEREOF, each of the parties hereto has executed this Amendment as of the day and year first above written.

WITNESS:

SELLER:

PNC BANK, NATIONAL ASSOCIATION,
a national banking association

Kathleen A. Taylor

By: Dana Armstrong
Dana Armstrong, Vice President

BUYER:

KALAMAZOO COVENANT ACADEMY,
a Michigan nonprofit corporation

Edward C. Snyder
By: Edward C. Snyder
Name: Edward C. Snyder
Title: President, Covenant Academies Foundation

AMENDMENT TO AGREEMENT OF SALE

THIS AMENDMENT TO AGREEMENT OF SALE (this "**Amendment**"), made as of the 31st day of August, 2016, between **PNC BANK, NATIONAL ASSOCIATION**, a national banking association, both as successor to First National Bank and Trust Company of Kalamazoo, Michigan, a national banking corporation, and as successor to The First National Bank and Trust Company of Michigan, a national banking association, ("**Seller**"), having an office c/o PNC Realty Services at The Tower at PNC Plaza, 300 Fifth Avenue, 22nd Floor, Pittsburgh, PA 15222

AND

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SIGNATURE LINES ON NEXT PAGE

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WITNESS:

SELLER:

PNC BANK, NATIONAL ASSOCIATION,
a national banking association

Kathleen A. Taylor

By: Dana Armstrong
Dana Armstrong, Vice President

BUYER:

KALAMAZOO COVENANT ACADEMY,
a Michigan nonprofit corporation

By: Edward G. Snyder
Name: Edward G. Snyder
Title: President, Covenant Academies Foundation

Chicago Title of Michigan
941 W. Milham Rd
Portage, MI 49024
Phone: (269)321-3055
Fax: (269)321-3051



Chicago Title

MICHIGAN COMMERCIAL AND CONSTRUCTION DEPARTMENT

INVOICE

Account: 87PRZ01010

Callander Commercial
628 W. Milham Rd.
Portage, MI 49024-2726

Date: July 15, 2016

File Number: 390652335CML

Cust. Ref.:

Property Address: 400 & 432 W Crosstown Pkwy; 411 & 415 Den Adel;etc, Kalamazoo Michigan 49007

Buyer/Seller Names: Kalamazoo Covenant Academy / PNC Bank, National Association

DESCRIPTION	COVERAGE	AMOUNT DUE
Premium - 2006 ALTA Owners w/ exceptions	200,000.00	\$ 1,084.25

Out of pocket expenses should be paid within 60 days of receipt of invoice.

Please reference file number (390652335CML) with payment.

Invoice Total Amount Due \$ **1,084.25**

Recording Handling Fee: \$100 (see recording checklist)

Estimated Recording Fee (\$250 on Mortgages and \$500 on Sales, not including transfer taxes)

DO YOU NEED 1031 EXCHANGE SERVICES.... CALL IPX1031

If your transaction involves a tax deferred exchange, we offer this service through our 1031 company, IPX1031. As the nation's largest 1031 company, IPX1031 offers guidance and expertise. Security for Exchange funds includes segregated bank accounts and a 100 million dollar fidelity bond. Chicago Title and Trust company also provides a 50 million dollar performance Guaranty for each exchange. For additional information or to set up an Exchange, please call Margo Rosenthal at 248-538-0750 or email margo.rosenthal@ipx1031.com.

Additional copies of title work supplied to:

Callander Commercial
Ellie Callander
628 W. Milham Rd.
Portage, MI 49024-2726

PRINTED - July 15, 2016 at 09:23-AM



Chicago Title Insurance Company

COMMITMENT FOR TITLE INSURANCE Issued by

Chicago Title of Michigan

Chicago Title Insurance Company, a Nebraska Corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 6 months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Countersigned:

By:




Authorized Signatory



CHICAGO TITLE INSURANCE COMPANY

BY

ATTEST

 President
 Secretary

EFFECTIVE DATE: JUNE 17, 2016 AT 08:00 AM

BUYER/BOR: Kalamazoo Covenant Academy
SELLER: PNC Bank, National Association
PROPERTY: 400 & 432 W Crosstown Pkwy; 411 & 415 Den Adel;etc
Kalamazoo, MI 49007

Callander Commercial
Ellie Callander
628 W. Milham Rd.
Portage, MI 49024-2726

INQUIRIES SHOULD BE DIRECTED TO:

Chicago Title of Michigan
941 W. Milham Rd
Portage, MI 49024
PHONE: (269)321-3055
FAX: (269)321-3051

Chicago Title of Michigan

941 W. Milham Rd, Portage, MI 49024
(269)321-3055 FAX: (269)321-3051

SCHEDULE A

Title Officer: Jean Bowers
(269) 321-3055 or Toll Free (866) 457-4113
Escrow Officer:
Escrow No.: 390652335CML
Loan No.:

Order No.: 390652335CML

Revision No.: 1

1. Effective date: June 17, 2016 at 08:00 AM
2. Policy or Policies to be issued: Policy Amount

(a) Owner's Policy (2006 ALTA Owners w/ exceptions)	\$ 200,000.00
Proposed Insured: Kalamazoo Covenant Academy, a Michigan non-profit corporation	
(b) Loan Policy (2006 ALTA Loan w/out exceptions)	
Proposed Insured:	
3. The estate or interest in the land described or referred to in this Commitment is:
Fee Simple
4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:
PNC Bank, National Association, formerly National City Bank and successor to First National Bank and Trust Company of Kalamazoo, Michigan and successor to First National Bank and Trust Company of Michigan
5. The land referred to in this Commitment is located in City of Kalamazoo, Kalamazoo County, State of Michigan, and is described as follows:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF



Chicago Title of Michigan

LEGAL DESCRIPTION

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF KALAMAZOO, KALAMAZOO COUNTY, STATE OF MICHIGAN, AND IS DESCRIBED AS FOLLOWS:

Parcel 1 (400 W. Crosstown Parkway):

A parcel of land in the Southwest 1/4 of Section 22, Town 2 South, Range 11 West, more fully described as: Commencing at a point on the West line of South Park Street, 33 feet West and 646.14 feet North of the intersection of the center line of South Park Street and the center line of Balch Street; thence South 89 degrees 17 minutes West 132 feet along the South line of Den Adel Court; thence South 416.71 feet parallel to the West line of South Park Street; thence West 132 feet; thence South 66 feet; thence East to a point 383.7 feet East of the West line of Section 22, Town 2 South, Range 11 West; thence South 00 degrees 06 minutes East 132 feet parallel to the West line of Section 22 to a point on the North line of Balch Street; thence North 89 degrees 24 minutes East 22.45 feet along the North line of Balch Street to its intersection with the Northerly line of Crosstown Parkway; thence North 56 degrees 53 minutes East 230.52 feet along the North line of Crosstown Parkway to its intersection with the West line of South Park Street; thence North 489.85 feet along the West line of South Park Street to the point of beginning.

Tax Parcel No: 3906-22-356-001

Parcel 2 (440 W. Crosstown Pkwy):

Beginning at a point on the North line of Balch Street (now called West Crosstown Parkway), 165.5 feet East of the East line of West Street, now called Westnedge Avenue; thence North to a point 52 rods North of the South line of Section 22, Town 2 South, Range 11 West (said course supposed to be 8 rods); running thence East parallel with the South line of Section 22, 50 feet; running thence South parallel with the first course to North line of said Balch Street; thence West on North line of said Balch Street to beginning. ALSO, Beginning at a point on the North line of Balch Street (now called West Crosstown Parkway), 13 rods, 1 foot East of the East line of West Street, now called Westnedge Avenue; thence North parallel with the East line of Westnedge Avenue to a point 52 rods North of the South line of Section 22, Town 2 South, Range 11 West; thence East 50 feet parallel with the South Section line; thence South parallel with the first course to North line of said Balch Street; thence West on North line of said Balch Street to the place of beginning. ALSO, beginning at a point in the North line of West Crosstown Parkway (formerly Balch Street), in the City of Kalamazoo, 7 rods East of the East line of Westnedge Avenue (formerly West Street), thence North parallel with the East line of West Street, now Westnedge Avenue to a point 52 rods North of the South line of Section 22, Town 2 South, Range 11 West; thence East 50 feet parallel with the South Section line; thence South parallel with the first course to North line of West Crosstown Parkway; thence West on said North Line to the place of beginning.

Tax Parcel No: 3906-22-360-002

Parcel 3 (1509 S. Westnedge):

Commencing on the West line of Section 22, Town 2 South, Range 11 West, at a point 52 rods North of the Southwest corner thereof; thence East 20 rods; thence North 8 rods; thence West 20 rods; thence South 8 rods to the place of beginning, excepting therefrom the East 12 feet of said property.

LEGAL DESCRIPTION
(Continued)

Tax Parcel No: 3906-22-355-001

Parcel 4 (411 Den Adel Court):

Commencing on the South line of Den Adel Court 391 feet East of the East line of Westnedge Avenue; thence South 6 rods; thence East 40 feet; thence North 6 rods to the South line of Den Adel Court; thence West 40 feet to beginning, Section 22, Town 2 South, Range 11 West.

Tax Parcel No.: 3906-22-351-011

Parcel 5 (415 Den Adel Court):

Beginning at a point 384 feet East of a point in the West line of Section 22, Town 2 South, Range 11 West, which said point in the West line of Section 22 is 1341.765 feet North of the Southwest corner of said Section 22 measured along the West line of said Section 22, said point of beginning being in the South line of what is commonly known as and called Den Adel Court; running thence South parallel with the West line of Section 22, 99 feet; thence East parallel with the South line of Den Adel Court, 40 feet; thence North parallel with first course 99 feet; thence West 40 feet to the place of beginning.

Tax Parcel No: 3906-22-351-012

Parcel ID:

Street Address: 400 & 432 W Crosstown Pkwy; 411 & 415 Den Adel;etc, Kalamazoo

Chicago Title of Michigan

**SCHEDULE B - SECTION I
REQUIREMENTS**

The following requirements must be met:

1. **Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.**
2. **Pay us the premiums, fees and charges for the policy.**
3. **You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.**
4. **Payment of all taxes, charges, assessments, levied and assessed against the subject premises that may be due and/or payable.**
5. **Owner's Affidavit(s), in the form furnished by the Company, must be completed and executed by all Sellers, Buyers and/or Borrowers to the transaction to be insured, and the Company reserves the right to raise any additional requirements and/or exceptions to title as deemed necessary based upon the information provided.**
6. **Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded in accordance with the requirements set forth below.**
7. Submit to the insurer a waiver of "Commercial Real Estate Broker's Lien" to be executed by each and any licensed real estate broker, due a commission on the land to be insured.
8. In regard to PNC Bank, National Association, the Company shall be furnished the following documentation for review:
 - A. A certified copy of the proper corporate resolution(s), certified by the secretary or such other officer having such authority pursuant to the corporate bylaws, authorizing the transaction contemplated herein and directing the proper officers to execute the proposed transaction on behalf of said corporation.

This Commitment is subject to any additional requirements and/or exceptions that may be deemed necessary based upon a review of said documentation.
9. Record a Warranty Deed from PNC Bank, National Association, formerly National City Bank and successor to First National Bank and Trust Company of Kalamazoo, Michigan and successor to First National Bank and Trust Company of Michigan to Kalamazoo Covenant Academy, a Michigan non-profit corporation.



10. In regard to Kalamazoo Covenant Academy, the Company shall be furnished the following documentation for review:
- A. A certified copy of the By-laws and Articles of Incorporation.
 - B. A certified copy of the proper corporate resolution(s), certified by the secretary or such other officer having such authority pursuant to the corporate bylaws, authorizing the transaction contemplated herein and directing the proper officers to execute the proposed transaction on behalf of said corporation.
 - C. A current Certificate of Good Standing from the proper State authority.
 - D. If the Articles and/or By-laws require approval by a 'parent' organization, a copy of the By-laws and Articles of Incorporation of the parent shall also be furnished.
- This Commitment is subject to any additional requirements and/or exceptions that may be deemed necessary based upon a review of said documentation.
11. Note: A search of the Kalamazoo County, MI land records, as of the effective date herein, reveals that the subject property is free and clear of any existing mortgages. If there are any existing open mortgages, disclosed by the borrower or reflected on a credit report, please contact this Chicago Title issuing office immediately, so that the commitment can be revised accordingly.
12. Record satisfactory termination of the Lessee Owner's Agreement and Waiver between The First National Bank and Trust Company of Michigan (now PNC Bank), Lessee and Security Pacific Commercial Leasing, Inc. (Lessor) recorded in Liber 1084, Page 519, Kalamazoo County Records.(as to part of Parcel 4)
13. If the proposed parcel to be insured has a public water or sewer supply, meter readings should be obtained and adjusted between the parties involved, and additional investigation by the parties involved in this transaction should be made to determine if : 1. Current charges are being paid on a timely basis, 2. Deferred installation or connection charges are still owing, and 3. Future installation charges would be incurred to connect to the system. The Policy to be issued will not insure against any loss or damage arising from these charges.
14. NOTE: Principal Residence Exemption and school district information is provided to the Company and is shown for informational purposes only. The accuracy of same is neither guaranteed nor insured.

2016 Summer taxes DUE in the amount of \$14,648.27 if paid by July 31, 2016
2015 Winter taxes paid in the amount of \$15,175.09
State Equalized Value \$408,600.00 (2016)
Taxable Value \$406,014.00 (2016)
Principal Residence Exemption: 0%
Special Assessments: None
School District: Kalamazoo
Tax Identification Number: 3906-22-356-001 (parcel 1)
(note: tax legal reads different)

The following exception will appear on your Policy: No liability is assumed by the Company for tax increase occasioned by retroactive revaluation or change in land usage or loss of any Principal Residence Exemption status for the insured premises.

15. NOTE: Principal Residence Exemption and school district information is provided to the Company and is shown for informational purposes only. The accuracy of same is neither guaranteed nor insured.

2016 Summer taxes DUE in the amount of \$5,851.32 if paid by July 31, 2016
2015 Winter taxes paid in the amount of \$6,061.76
State Equalized Value \$164,500.00 (2016)
Taxable Value \$162,185.00 (2016)
Principal Residence Exemption: 0%
Special Assessments: None
School District: Kalamazoo
Tax Identification Number: 3906-22-360-002 (parcel 2)
(note: tax legal reads different)

The following exception will appear on your Policy: No liability is assumed by the Company for tax increase occasioned by retroactive revaluation or change in land usage or loss of any Principal Residence Exemption status for the insured premises

16. NOTE: Principal Residence Exemption and school district information is provided to the Company and is shown for informational purposes only. The accuracy of same is neither guaranteed nor insured.

2016 Summer taxes DUE in the amount of \$3,437.69 if paid by July 31, 2016
2015 Winter taxes paid in the amount of \$3,561.32
State Equalized Value \$95,300.00 (2016)
Taxable Value \$95,285.00 (2016)
Principal Residence Exemption: 0%
Special Assessments: None
School District: Kalamazoo
Tax Identification Number: 3906-22-355-001 (parcel 3)
(note: tax legal reads different)

The following exception will appear on your Policy: No liability is assumed by the Company for tax increase occasioned by retroactive revaluation or change in land usage or loss of any Principal Residence Exemption status for the insured premises

17. NOTE: Principal Residence Exemption and school district information is provided to the Company and is shown for informational purposes only. The accuracy of same is neither guaranteed nor insured.

2016 Summer taxes DUE in the amount of \$104.60 if paid by July 31, 2016
2015 Winter taxes paid in the amount of \$108.67
State Equalized Value \$2,900.00 (2016)
Taxable Value \$2,900.00 (2016)
Principal Residence Exemption: 0%
Special Assessments: None
School District: Kalamazoo
Tax Identification Number: 3906-22-351-011 (parcel 4)

The following exception will appear on your Policy: No liability is assumed by the Company for tax increase occasioned by retroactive revaluation or change in land usage or loss of any Principal Residence Exemption status for the insured premises

18. NOTE: Principal Residence Exemption and school district information is provided to the Company and is shown for informational purposes only. The accuracy of same is neither guaranteed nor insured.

2016 Summer taxes DUE in the amount of \$95.40 if paid by July 31, 2016
2015 Winter taxes paid in the amount of \$98.84
State Equalized Value \$6,200.00 (2016)
Taxable Value \$2,645.00 (2016)
Principal Residence Exemption: 0%
Special Assessments: None
School District: Kalamazoo
Tax Identification Number: 3906-22-351-012 (parcel 5)
(note: tax legal reads different)

The following exception will appear on your Policy: No liability is assumed by the Company for tax increase occasioned by retroactive revaluation or change in land usage or loss of any Principal Residence Exemption status for the insured premises

19. Personal property taxes not examined.

END OF SCHEDULE B- SECTION I

Chicago Title of Michigan

**SCHEDULE B - SECTION II
EXCEPTIONS**

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

1. **Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.**
2. **Rights or claims of parties in possession not shown by the public records.**
3. **Any encroachment, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete survey of the land.**
4. **Easements or claims of easements not shown by the public records and existing water, mineral, oil and exploration rights.**
5. **Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.**
6. **Any and all oil, gas, mineral, mining rights and/or reservations thereof.**
7. **Taxes or special assessments which are not shown as existing liens by the public records.**
8. No liability is assumed by the Company for tax increase occasioned by retroactive revaluation or change in land usage or loss of any Principal Residence Exemption status for the insured premises.
9. The Report does not insure against unpaid water, sewer, electric or gas charges, if any, that have not been levied as taxes against these lands.
10. Taxes and/or assessments which become a lien or become due and payable subsequent to the effective date herein.
11. Rights of tenants under unrecorded leases and any and all parties claiming by, through and thereunder.
12. Easement rights in favor of any and all utility companies, public or otherwise, over and across the land described in Schedule A for the location, servicing and maintenance of facilities located on, over or under land, if any.
13. Loss or damage sustained as a result of any discrepancy between the "assessed" description for tax parcel identification number(s) 3906-22-356-001; 3906-22-360-002; 3906-22-355-001 and 3906-22-351-012 and their "legal" descriptions as set forth in Schedule A.
14. Easements, terms, covenants, conditions, restrictions and provisions contained in Warranty Deed recorded in Liber 697 of Deeds, Page 154, Kalamazoo County Records. (as to Parcel 1)
15. Easements, terms, covenants, conditions, restrictions and provision as contained in Warranty Deed recorded in Liber 709 of Deeds, Page 529, Kalamazoo County Records. (as to Parcel 1)

16. Easement for court purposes as set forth in Warranty Deed recorded in Liber 729 of Deeds, Page 207, Kalamazoo County Records. (as to Parcel 1)
17. Easement to the Michigan Department of Transportation as recorded in Document No. 2011-037517, Kalamazoo County Records, and the covenants, conditions, restrictions and provisions contained therein. (as to Parcel 1)
18. The nature, extent or lack of riparian rights or the riparian rights of riparian owners and the public in and to the use of waters of Axtell Creek. (as to Parcels 1 and 3)
19. Rights and interests of the United States of America, the State of Michigan, other governmental entities, the public and riparian owners, in that part of the lands lying within the bounds of Axtell Creek as established by its mean high water mark. (as to Parcels 1 and 3)
20. Any adverse claim based upon the assertion that some portion of said land is bottom land or has been created by artificial means or has accreted to such portion so created. (as to Parcels 1 and 3)
21. Building and use restrictions contained in instrument recorded in Liber 673, Page 475, Kalamazoo County Records, which are not accompanied by a right of reverter, but omitting any such covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin. (as to Parcel 3)
22. Easement for ingress and egress in favor of the City of Kalamazoo as set forth in Agreement recorded in Liber 674 of Deeds, Page 246, Kalamazoo County Records, and the covenants, conditions and provisions contained therein. (as to Parcel 3)
23. Rights of the public and of any governmental unit in any part of the land described in Schedule A taken, used or deeded for street, road or highway purposes.
24. From and after the date of the Deed and continuing thereafter for five (5) years (the "Restriction Period"), neither the Property, nor any part thereof, shall be used for the purpose of conducting or in connection with the business of a commercial bank, savings bank, savings and loan association, credit union or mortgage bank, or other financial services organization, including, without limitation the installation and operation of one or more automated teller machine (ATM or ATMs) and/or night deposit boxes or safety deposit boxes; provided, however that Seller or its affiliates shall not be subject to such restriction, as shown in Agreement of Sale dated June 22, 2016.

END OF SCHEDULE B - SECTION II

FIDELITY NATIONAL FINANCIAL, INC.
PRIVACY NOTICE

At Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, “FNF”, “our” or “we”), we value the privacy of our customers. This Privacy Notice explains how we collect, use, and protect your information and explains the choices you have regarding that information. A summary of our privacy practices is below. We also encourage you to read the complete Privacy Notice following the summary.

<p><u>Types of Information Collected.</u> You may provide us with certain personal information, like your contact information, social security number (SSN), driver’s license, other government ID numbers, and/or financial information. We may also receive information from your Internet browser, computer and/or mobile device.</p>	<p><u>How Information is Collected.</u> We may collect personal information directly from you from applications, forms, or communications we receive from you, or from other sources on your behalf, in connection with our provision of products or services to you. We may also collect browsing information from your Internet browser, computer, mobile device or similar equipment. This browsing information is generic and reveals nothing personal about the user.</p>
<p><u>Use of Your Information.</u> We may use your information to provide products and services to you (or someone on your behalf), to improve our products and services, and to communicate with you about our products and services. We do not give or sell your personal information to parties outside of FNF for their use to market their products or services to you.</p>	<p><u>Security Of Your Information.</u> We utilize a combination of security technologies, procedures and safeguards to help protect your information from unauthorized access, use and/or disclosure. We communicate to our employees about the need to protect personal information.</p>
<p><u>Choices With Your Information.</u> Your decision to submit personal information is entirely up to you. You can opt-out of certain disclosures or use of your information or choose to not provide any personal information to us.</p>	<p><u>When We Share Information.</u> We may disclose your information to third parties providing you products and services on our behalf, law enforcement agencies or governmental authorities, as required by law, and to parties with whom you authorize us to share your information.</p>
<p><u>Information From Children.</u> We do not knowingly collect information from children under the age of 13, and our websites are not intended to attract children.</p>	<p><u>Privacy Outside the Website.</u> We are not responsible for the privacy practices of third parties, even if our website links to those parties’ websites.</p>
<p><u>Access and Correction.</u> If you desire to see the information collected about you and/or correct any inaccuracies, please contact us in the manner specified in this Privacy Notice.</p>	<p><u>Do Not Track Disclosures.</u> We do not recognize “do not track” requests from Internet browsers and similar devices.</p>
<p><u>The California Online Privacy Protection Act.</u> Certain FNF websites collect information on behalf of mortgage loan servicers. The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through those websites.</p>	<p><u>International Use.</u> By providing us with your information, you consent to the transfer, processing and storage of such information outside your country of residence, as well as the fact that we will handle such information consistent with this Privacy Notice.</p>
<p><u>Your Consent To This Privacy Notice.</u> By submitting information to us and using our websites, you are accepting and agreeing to the terms of this Privacy Notice.</p>	<p><u>Contact FNF.</u> If you have questions or wish to contact us regarding this Privacy Notice, please use the contact information provided at the end of this Privacy Notice.</p>

FIDELITY NATIONAL FINANCIAL, INC. PRIVACY NOTICE

FNF respects and is committed to protecting your privacy. We pledge to take reasonable steps to protect your Personal Information (as defined herein) and to ensure your information is used in compliance with this Privacy Notice.

This Privacy Notice is only in effect for information collected and/or owned by or on behalf of FNF, including collection through any FNF website or online services offered by FNF (collectively, the “Website”), as well as any information collected offline (e.g., paper documents). The provision of this Privacy Notice to you does not create any express or implied relationship, nor create any express or implied duty or other obligation, between FNF and you.

Types of Information Collected

We may collect two types of information: Personal Information and Browsing Information.

Personal Information. The types of personal information FNF collects may include, but are not limited to:

- contact information (e.g., name, address, phone number, email address);
- social security number (SSN), driver’s license, and other government ID numbers; and
- financial account or loan information.

Browsing Information. The types of browsing information FNF collects may include, but are not limited to:

- Internet Protocol (or IP) address or device ID/UDID, protocol and sequence information;
- browser language;
- browser type;
- domain name system requests;
- browsing history;
- number of clicks;
- hypertext transfer protocol headers; and
- application client and server banners.

How Information is Collected

In the course of our business, we may collect *Personal Information* about you from the following sources:

- applications or other forms we receive from you or your authorized representative, whether electronic or paper;
- communications to us from you or others;
- information about your transactions with, or services performed by, us, our affiliates or others; and
- information from consumer or other reporting agencies and public records that we either obtain directly from those entities, or from our affiliates or others.

We may collect *Browsing Information* from you as follows:

- **Browser Log Files.** Our servers automatically log, collect and record certain Browsing Information about each visitor to the Website. The Browsing Information includes only generic information and reveals nothing personal about the user.
- **Cookies.** From time to time, FNF may send a “cookie” to your computer when you visit the Website. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer’s hard drive. When you visit the Website again, the cookie allows the Website to recognize your computer, with the goal of providing an optimized user experience. Cookies may store user preferences and other information. You can choose not to accept cookies by changing the settings of your Internet browser. If you choose not to accept cookies, then some functions of the Website may not work as intended.

Use of Collected Information

Information collected by FNF is used for three main purposes:

- To provide products and services to you, or to one or more third party service providers who are performing services on your behalf or in connection with a transaction involving you;
- To improve our products and services; and
- To communicate with you and to inform you about FNF’s products and services.

When We Share Information

We may share your Personal Information (excluding information we receive from consumer or other credit reporting agencies) and Browsing Information with certain individuals and companies, as permitted by law, without first obtaining your authorization. Such disclosures may include, without limitation, the following:

- to agents, representatives, or others to provide you with services or products you have requested, and to enable us to detect or prevent criminal activity, fraud, or material misrepresentation or nondisclosure;
- to third-party contractors or service providers who provide services or perform other functions on our behalf;
- to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders; and/or
- to other parties authorized to receive the information in connection with services provided to you or a transaction involving you.

We may disclose Personal Information and/or Browsing Information when required by law or in the good-faith belief that such disclosure is necessary to:

- comply with a legal process or applicable laws;
- enforce this Privacy Notice;
- investigate or respond to claims that any information provided by you violates the rights of a third party; or
- protect the rights, property or personal safety of FNF, its users or the public.

We make efforts to ensure third party contractors and service providers who provide services or perform functions on our behalf protect your information. We limit use of your information to the purposes for which the information was provided. We do not give or sell your information to third parties for their own direct marketing use.

We reserve the right to transfer your Personal Information, Browsing Information, as well as any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors. You expressly agree and consent to the use and/or transfer of this information in connection with any of the above-described proceedings. We cannot and will not be responsible for any breach of security by any third party or for any actions of any third party that receives any of the information that is disclosed to us.

Choices With Your Information

Whether you submit your information to FNF is entirely up to you. If you decide not to submit your information, FNF may not be able to provide certain products or services to you. You may choose to prevent FNF from using your information under certain circumstances (“opt out”). You may opt out of receiving communications from us about our products and/or services.

Security And Retention Of Information

FNF is committed to protecting the information you share with us and utilizes a combination of security technologies, procedures and safeguards to help protect it from unauthorized access, use and/or disclosure. FNF trains its employees on privacy practices and on FNF’s privacy and information security policies. FNF works hard to retain information related to you only as long as reasonably necessary for business and/or legal purposes.

Information From Children

The Website is meant for adults. The Website is not intended or designed to attract children under the age of thirteen (13). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

Privacy Outside the Website

The Website may contain links to other websites, including links to websites of third party service providers. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites.

International Users

Because FNF’s headquarters is located in the United States, we may transfer your Personal Information and/or Browsing Information to the United States. By using our website and providing us with your Personal Information and/or Browsing Information, you understand and consent to the transfer, processing and storage of such information outside your country of residence, as well as the fact that we will handle such information consistent with this Privacy Notice.

Do Not Track Disclosures

Currently, our policy is that we do not recognize “do not track” requests from Internet browsers and similar devices.

The California Online Privacy Protection Act

For some websites which FNF or one of its companies owns, such as the Customer CareNet (“CCN”), FNF is acting as a third party service provider to a mortgage loan servicer. In those instances, we may collect certain information on behalf of that mortgage loan servicer, including:

- first and last name;
- property address;
- user name and password;
- loan number;
- social security number - masked upon entry;
- email address;
- security questions and answers; and
- IP address.

The information you submit is then transferred to your mortgage loan servicer by way of CCN. **The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through this website. For example, if you believe that your payment or user information is incorrect, you must contact your mortgage loan servicer.**

CCN does not share consumer information with third parties, other than those with which the mortgage loan servicer has contracted to interface with the CCN application. All sections of this Privacy Notice apply to your interaction with CCN, except for the sections titled Choices with Your Information, and Access and Correction. If you have questions regarding the choices you have with regard to your personal information or how to access or correct your personal information, contact your mortgage loan servicer.

Access and Correction

To access your Personal Information in the possession of FNF and correct any inaccuracies, please contact us by email at privacy@fnf.com or by mail at:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

Contact FNF

Please send questions and/or comments related to this Privacy Notice by email at privacy@fnf.com or by mail at:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

Your Consent To This Privacy Notice

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of information by FNF in compliance with this Privacy Notice. We reserve the right to make changes to this Privacy Notice. If we change this Privacy Notice, we will post the revised version on the Website.

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EFFECTIVE AS OF APRIL 1, 2016

Chicago Title of Michigan

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org>*

OWNER'S AFFIDAVIT

STATE OF MICHIGAN

)

) ss.

COUNTY OF KALAMAZOO

)

The undersigned, being duly sworn according to law, deposes and states:

1. The undersigned is the owner ("the Owner") of all that certain property described in Chicago Title Insurance Company's Commitment for Title Insurance No. 390652335CML ("the Property").
2. That the undersigned has the ability to execute all instruments necessary to mortgage or convey the property.
3. In the capacity of _____, I have personal familiarity with the management and operation of the property, including the existence of any tenancies, leases, parties in possession and other occupancies, and payment of taxes and assessments in connection herewith.
4. I/we do hereby acknowledge that the property reflected in Schedule A of the subject commitment and the property covered in the subject purchase agreement are one and the same and that there is/are no additional property, easement(s) or other real property interest(s) being granted or reserved as a part of this transaction.
5. I/We do hereby acknowledge that the property described in Schedule A has both physical and legal access to a publicly dedicated right of way commonly known as _____, either directly or by an easement benefiting the land.
6. The owner's enjoyment of the property has been peaceful and undisturbed and the title to the property has never been disputed or questioned to my knowledge, nor do I/we know of any facts by reason of which title to, or possession of the property might be disputed or questioned, or by reason of which any claim to the property or any portion thereof might be adversely asserted.
7. A complete list of all parties in possession ("Tenants") of any portion of the property is attached hereto and made a part hereof. There are no other tenancies, leases, parties in possession or other occupancies of the property, and that all tenants are as tenants only, with no right of first refusal or options to purchases.
8. That all management fees and site and/or assessment fees, are fully paid.
9. That there are no unrecorded documents affecting title to the property.
10. I have received no notice of any violation of any public or private covenants, conditions or restrictions, if any, affecting the property.
11. That the status of the ad valorem (real property) taxes are properly reflected in the subject commitment and other than as may be reflected in the commitment there are no delinquent real estate taxes or unpaid current real estate taxes. Further, I/we have had no notice of any taxes and/or special assessments affecting the property other than those shown on the commitment and all real estate taxes are paid in full; further, there are no unpaid charges for taxes, water and/or sewer services or unpaid special assessments for items such as improvements for sidewalks, curbs, gutters, sewers, etc., not shown as existing liens in the public records.
12. That I/we have not rescinded the Principal Residence Exemption, if any, and/or otherwise been notified by anyone or any governmental entity that the Principal Residence Exemption has been rescinded or is no longer in effect.

OWNER'S AFFIDAVIT

(Continued)

13. There are no unpaid bills or claims for labor or services performed or materials furnished or delivered during the last _____ months for alterations, repair, work, or new construction on the property, including but not limited to tenant work, except for: _____.
14. Select and complete one of the *(Delete/Strike this Paragraph if the Company is not insuring a construction loan)* following:
- A. I know of no contract for the making of repairs or improvements on the property; or
- B. That contracts for alterations, repair, work, or new construction on the property, including but not limited to tenant work have been let and work _____ has not begun/ _____ began on _____, _____ and I have furnished Chicago Title with a copy of the construction contract(s), along with properly executed, current contractor's sworn statement(s) which together evidence all contracts let for work performed or to be performed.
15. No proceeding in bankruptcy has ever been instituted by or against the owner , nor has the owner made any assignment for the benefit of creditors.
16. That there are no pending land division applications and there have been no recent land divisions affecting the property;
17. There is no action or proceeding relating to the property in any state or federal court in the United States, nor are there any state or federal judgments or any federal liens of any kind or nature whatever which now constitutes a lien or charge upon the property.
18. I have no knowledge that any of the improvements on the land encroach over any building or setback lines of record, easements or property lines, nor that any of the improvements by our neighbors to the land encroach over our property lines, except as follows: _____.

This affidavit is given to induce Chicago Title Insurance Company to close the subject transaction and issue its policy or policies of title insurance with full knowledge that it will be relying upon the accuracy of the representations made herein. Further, the undersigned do/does hereby agree to hold Chicago Title Insurance Company harmless from and defend at their own expense any and all matters affecting title to the subject property caused by, from or through acts of the undersigned and arising on or after June 17, 2016 (the last effective date of the subject commitment) and on or before the date and time of the recording of documents to be insured.

PNC Bank, National Association

BY: _____

STATE OF MICHIGAN)
COUNTY OF KALAMAZOO)

I, _____, a Notary Public of the County and the State first written above, do hereby certify that _____ of PNC Bank, National Association, on behalf of the corporation, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the _____.

Notary Public
KALAMAZOO County, acting in the County of Kalamazoo,
My commission expires

Kalamazoo Covenant Academy, a Michigan non-profit

OWNER'S AFFIDAVIT

(Continued)

corporation

BY:_____

STATE OF MICHIGAN)
COUNTY OF KALAMAZOO)

I, _____, a Notary Public of the County and the State first written above, do hereby certify that _____ of Kalamazoo Covenant Academy, a Michigan non-profit corporation, on behalf of the corporation, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the _____.

Notary Public
KALAMAZOO County, acting in the County of Kalamazoo,
My commission expires



Chicago Title of Michigan, Inc.
941 W. Milham Rd, Portage, MI 49024
Phone: (269)321-3055 | FAX: (269)321-3051

BUYER'S STATEMENT

Settlement Date: August 23, 2016

Disbursement Date: August 23, 2016

Buyer: Kalamazoo Covenant Academy, a Michigan non-profit corporation (100.00000%)
125 Catherine St.
Muskegon, MI 49442

Seller: PNC Bank, National Association (100.00000%)
c/o PNC Realty Services at the Tower at PNC Plaza, 300 Fifth Avenue, 22nd Floor
Pittsburgh, PA 15222

Property: 400 & 432 W Crosstown Pkwy; 411 & 415 Den Adel;etc
Kalamazoo, MI 49007
Pcls in SW 1/4 Section 22 T2S R11W

Escrow Number: CT-871-390652335zCML

Escrow Officer: April Holm

		\$	DEBIT	\$	CREDIT
FINANCIAL CONSIDERATION					
Contract sales price			200,000.00		
Deposit or earnest money	PNC Bank, National Association			20,000.00	
PRORATIONS/ADJUSTMENTS					
Summer Proration	08/23/16-06/30/17	(\$24,137.28 / 365 X 312 days)	20,632.41		
Winter Proration	08/23/16-11/30/16	(\$25,005.68 / 366 X 100 days)	6,832.15		
TITLE & ESCROW CHARGES					
Owner's policy premium	Chicago Title of Michigan, Inc.		1,084.25		
Closing Fee	Chicago Title of Michigan, Inc.		550.00		
Recording & Handling Fee	Chicago Title of Michigan, Inc.		25.00		
Policies to be issued:					
Owners Policy					
Coverage: \$200,000.00					
RECORDING CHARGES					
Recording fees	Kalamazoo County Register of Deeds		50.00		
City/County tax/stamps	Kalamazoo County Register of Deeds		220.00		
State tax/stamps	Kalamazoo County Register of Deeds		1,500.00		
Tax Certificate	Kalamazoo County Treasurer		5.00		
City Tax Certificate	City of Kalamazoo		10.00		
Subtotals			230,908.81	20,000.00	
Balance Due FROM Buyer				210,908.81	
TOTALS			230,908.81	230,908.81	

I have carefully reviewed the Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the Settlement Statement.

BUYER:

Kalamazoo Covenant Academy, a Michigan non-profit corporation

BY: _____
Edward G. Snyder
President